

## AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
SEPTEMBER 4, 2012

COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
12:00 NOON AND 5:30 P.M.

### 12:00 NOON MEETING

*Individual Items on the 12:00 noon meeting agenda may be postponed to the 5:30 p.m. meeting.*

#### 1. CALL TO ORDER

##### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

#### 2. ROLL CALL

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS  
VICE MAYOR EVANS  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER WOODSON

#### 3. PUBLIC PARTICIPATION

A. Presentation on Fallen Officer Memorial

B. Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

**4. BOARD AND COMMISSION APPOINTMENTS****A. Consideration of Appointments:** Board of Adjustment.**RECOMMENDED ACTION:**

Make one (1) appointment to a term expiring May 2013; one (1) appointment to a term expiring May 2014; and two (2) appointments to terms expiring May 2015.

**5. LIQUOR LICENSE PUBLIC HEARINGS**

No items submitted

**6. CONSENT ITEMS**

**ALL MATTERS UNDER 'CONSENT AGENDA' ARE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION APPROVING THE RECOMMENDATIONS LISTED ON THE AGENDA. UNLESS OTHERWISE INDICATED, EXPENDITURES APPROVED BY COUNCIL ARE BUDGETED ITEMS.**

**A. Consideration and Approval of Job Order Contract thru Mohave Educational Services Contract:** Cinder Lake Landfill, Cell D-Rock Coring Project**RECOMMENDED ACTION:**

1. Approve the contract with Mohave Educational Services, through the Job Order Contract (JOC) project delivery method for site work with SDB Contracting Services, Inc. (ROC #070507) under the scope of work (attached), in the amount of \$62,932.83, with a contract time of 60 days; and
2. Authorize the City Manager to execute the necessary documents.

**B. Consideration and Approval of Second Amendment to Service Agreement:** Residential curbside glass collection and prebaled cardboard revenue sharing.**RECOMMENDED ACTION:**

- (1) Approve the amendment to the service agreement with Norton Environmental, Inc., to allow for the private collection of residential curbside glass only and a separate revenue sharing arrangement for large (approximately 1,000 lbs. or more) pre-baled cardboard; and
- (2) Authorize the City Manager to execute the necessary documents.

**C. Consideration and Approval of Construction Contract:** Pulliam Airport Concrete Ramp Joint Repair Project.**RECOMMENDED ACTION:**

1. Approve the construction contract with Robert E. Porter Construction in the amount of \$186,284.26 for the base bid only, with a 30 day contract time, subject to approval from ADOT Multimodal Planning Division, Aeronautics Group;
2. Approve change order authority in the amount of \$18,628.43(10%) of the contract amount to cover potential costs associated with unanticipated items of work; and
3. Authorize the City Manager to execute the necessary documents.



- D. **Consideration and Approval of Acceptance of Grant Funding:** Fiscal Year 2012/2013 Community Development Block Grant Funds (CDBG).

**RECOMMENDED ACTION:**

Authorize acceptance of grant funding in the amount of \$532,465 from the United States Department of Housing and Urban Development (HUD) for the FY 2012/2013 Community Development Block Grant (CDBG) Program.

- E. **Consideration and Approval of Intergovernmental Agreement:** Housing Stabilization Program.

**RECOMMENDED ACTION:**

Approve the Intergovernmental Agreement with Coconino County for the administration of the Coconino County Housing Stabilization Program in the amount of \$52,000 in the 2012/2013 Community Development Block Grant (CDBG) Funds.

- F. **Consideration and Adoption of Resolution No. 2012-034:** A resolution of the Flagstaff City Council repealing Resolution No. 2010-62 approving amendments to the City Council's Rules of Procedure, and approving new Rules of Procedure by motion.

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2012-034 by title only.
- 2) Adopt Resolution No. 2012-034.
- 3) Approve the Flagstaff City Council Rules of Procedure dated September 4, 2012.

7. **ROUTINE ITEMS**

- A. **Consideration and Possible Adoption of Changes to Title 1, Chapter 14, Personnel System, of the Flagstaff City Code:**

- i. **Resolution No. 2012-33:** A resolution of the City Council of the City of Flagstaff, Arizona declaring as a Public Record that certain document filed with the City Clerk and entitled "The 2012 Supplement 4 to the Flagstaff Employee Handbook of Regulations"
- ii. **Ordinance No. 2012-14:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 1, *Administrative*, Chapter 14, *Personnel System*, Section 1-14-001-0001, *Personnel System Adopted*; adopting the *Flagstaff Employee Handbook of Regulations* by reference, relating to policies and procedures concerning equal employment opportunity, non-discrimination and anti-harassment, Americans with Disabilities Act, complaints, affirmative action, probationary employees, performance evaluation, reduction in force, and grievances; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections and establishing an effective date.

**RECOMMENDED ACTION:**

1. Read Resolution No. 2012-33 by title only
2. Adopt Resolution No. 2012-33
3. Read Ordinance No. 2012-14 by title only for the first time

**RECESS**

**5:30 P.M. MEETING**

8. **RECONVENE REGULAR MEETING**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

**PLEDGE OF ALLEGIANCE, INVOCATION, AND MISSION STATEMENT****MISSION STATEMENT**

To protect and enhance the quality of life of its citizens.

**9. ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

**10. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A.** Consideration of Minutes: August 27, 2012, Special City Council Meeting (Executive Session) and August 27, 2012, City Council Meeting

**RECOMMENDED ACTION:**

Approve the minutes of the August 27, 2012, Special Council Meeting and August 27, 2012, City Council Meeting as submitted/corrected.

**11. PUBLIC PARTICIPATION**

- A. Employee Recognition

- B. Proclamation - September 2012 as *Mental Health Recovery Month*

C. Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

**12. CARRY OVER ITEMS FROM THE 12:00 NOON AGENDA**

**13. PUBLIC HEARING ITEMS**

No items submitted

**14. REGULAR AGENDA**

- A. Consideration of Ordinance No. 2012-13:** An ordinance of the Mayor and Council of the City of Flagstaff amending Flagstaff City Code, Title 3, Business Regulations; Chapter 3, User Fees; Section 3-10-001-0005, Recreation, revising Jay Lively Activity Center fees.

**RECOMMENDED ACTION:**

Postpone to the October 2, 2012, City Council meeting to allow sufficient time to develop more detailed information and to complete community outreach and discussion with the public.

- B. Consideration and Approval of Lease of City-Owned Property:** Snow play recreational area on the northeast portion of McMillan Mesa.

**RECOMMENDED ACTION:**

(1) Approve the Lease Agreement with D&C Maintenance and Snow Plowing, L.L.C., for an annual lease fee of \$3,000 for the winter season of operation; revenue share, based on gross revenue less sales tax, of 5.5% up to \$400,000; 7.5% from \$400,001 to \$600,000; and 9.5% from \$600,001 and higher; with an initial term of ten (10) years and an option for two 5-year extensions upon mutual written agreement between both parties; and  
(2) Authorize the City Manager to execute the necessary documents.

**15. DISCUSSION ITEMS**

- A.** Discussion Item: Filling of vacancies on Regional Plan Citizens Advisory Committee

**RECOMMENDED ACTION:**

No recommendation

**16. PUBLIC PARTICIPATION****17. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS****ADJOURNMENT****CERTIFICATE OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Roger Eastman, Zoning Code Administrator  
**Date:** 08/08/2012  
**Meeting Date:** 09/04/2012



---

**TITLE:**

**Consideration of Appointments:** Board of Adjustment.

**RECOMMENDED ACTION:**

Make one (1) appointment to a term expiring May 2013; one (1) appointment to a term expiring May 2014; and two (2) appointments to terms expiring May 2015.

**Policy Decision or Reason for Action:**

It is important to ensure that the Board of Adjustment is operating with a full voting membership.

**Financial Impact:**

None

**Connection to Council Goal:**

Effective governance

**Has There Been Previous Council Decision on This:**

Not on these specific appointments.

**Options and Alternatives**

The City Council could defer action until such time as there is a wider applicant pool.

**Background/History:**

The Board of Adjustment currently has one vacancy as a result of former Board member Mr. Mark Woodson being appointed to the City Council. Russ Yelton has submitted an application to serve on the Board.

The first terms of Dan Anderson and Phil Scandura have expired and both are eligible and have expressed a desire to continue serving on the Board of Adjustment.

**Key Considerations:**

The incumbent board members, Mr. Anderson and Mr. Scandura, have expressed a desire to continue serving and are eligible for reappointments to the Board of Adjustment.

There is currently one application on file from Russ Yelton who is interested on serving on the Board.

**Community Benefits and Considerations:**

Flagstaff residents benefit from having a Board of Adjustment that hears applications for variances from the City's Zoning Code and considers appeals of decisions of the Zoning Code Administrator and/or Planning Director to members of the community.

**Community Involvement:**

*Inform:* Over the past few months staff has advertised the vacancies to Flagstaff community stakeholder organizations.

**Expanded Options and Alternatives:**

See Options and Alternatives on Page 1.

**Councilmember Interview Team**

Councilmember Brewster  
Mayor Nabours

**Date of Council Approval:**

---

**Attachments:**     Rosters, Legislation, and Applications

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Deputy City Clerk	Margie Brown	08/22/2012 02:07 PM
Community Development Director	Mark Landsiedel	08/23/2012 09:08 AM
Deputy City Clerk	Margie Brown	08/23/2012 10:59 AM
Deputy City Clerk	Margie Brown	08/23/2012 10:59 AM
DCM - Jerene	Jerene Watson	08/23/2012 01:30 PM
Form Started By: Roger Eastman		Started On: 08/08/2012 02:44 PM
	Final Approval Date: 08/23/2012	



## *City of Flagstaff, AZ*

### **BOARD OF ADJUSTMENT MEMBERS**

<b><u>NAME</u></b>	<b><u>APPOINTED</u></b>	<b><u>TERM EXPIRES</u></b>	<b><u>TRAINING COMPLETED</u></b>
<b><u>Andersen, Dan</u></b> Landscape Division Manager/Warner's Nursery & Landscape Co. 712 W. Old Territory Trail Flagstaff, AZ 86001 Work Phone: 774-5911 x26 Term: 1st	<b>03/16/2010</b>	<b>May 2012</b>	<b>03/18/2010</b>
<b><u>Dorsett, Stephen</u></b> PLANNING AND ZONING REPRESENTATIVE President/Architect/Shapes & Forms Architects, Inc. 1823 W. Heavenly Court Flagstaff, AZ 86001 Work Phone: 213-9626 Term: 1st	<b>06/06/2012</b>	<b>Indefinite</b>	<b>No</b>
<b><u>Henry, Don</u></b> President/Northland Windows & Doors, Inc. 530 E. Charles Flagstaff, AZ 86001 Work Phone: 779-5779 Term: 2nd	<b>11/04/2008</b>	<b>May 2014</b>	<b>04/24/2008</b>
<b><u>Naleski, Jerome</u></b> Realtor/Re/Max Peak Properties 717 W. Riordan Flagstaff, AZ 86001 Cell Phone: 225-9225 Term: 2nd	<b>08/07/2007</b>	<b>May 2013</b>	<b>10/17/2007</b>



## *City of Flagstaff, AZ*

---

**Scandura, Philip**

**03/16/2010**

**May, 2012**

**03/18/2010**

**AT LARGE**

Staff Engineer/Honeywell

4853 S. Bright Angel Trail

Flagstaff, AZ 86001

Home Phone: 214-8194

Term: 1st

**Z-VACANT,**

**May 2014**

**No**

Flagstaff, AZ 86001

**Z-VACANT,**

**May 2013**

**04/18/2007**

---

**Council Representative:**

**Staff Representative: Roger Eastman**

**As Of: August 22, 2012**

**CHAPTER 2-10**  
**BOARD OF ADJUSTMENTS**

**Sections:**

<u>2-10-001-0001</u>	Establishment of the Board
<u>2-10-001-0002</u>	Membership
<u>2-10-001-0003</u>	Meetings
<u>2-10-001-0004</u>	Powers and Duties
<u>2-10-001-0005</u>	Appeals
<u>2-10-001-0006</u>	Restrictions
<u>2-10-001-0007</u>	City Council Authorized to Act as Board
<u>2-10-001-0008</u>	Hearing Officer
<u>2-10-001-0009</u>	Appeal from the Board of Adjustment.

**Section 2-10-001-0001 Establishment of the Board**

There is hereby created a Board of Adjustment (the "Board").

**Section 2-10-001-0002 Membership**

The Board of Adjustment shall be composed of five (5) voting members.

- A. Four (4) members shall be appointed by the Mayor and City Council from the citizens of the City of Flagstaff.
- B. One (1) member shall be appointed by the City Council from the membership of the Planning and Zoning Commission.
- C. Terms shall be for three (3) years for members.
- D. The Board shall elect from its voting members a chairperson and a vice chairperson who shall serve for a term of one (1) year. The chairperson shall have the power to administer oaths and take evidence.

**Section 2-10-001-0003 Meetings**

The meetings of the Board of Adjustment shall be open to the public and held at the time and place adopted for the regular monthly meetings of the Board. Meetings shall be conducted in accordance with the Board and Commission Members' Handbook adopted by resolution of the Flagstaff City Council, and in compliance with all other local, state, and federal laws. The minutes of its proceedings, showing the vote of each member and records of its examinations and other official actions shall be kept by the City Clerk as a public record.

A quorum shall be one more than half the voting membership of the Board of Adjustment.



#### **Section 2-10-001-0004 Powers and Duties**

The Board of Adjustment ("Board") is a quasi-judicial administrative body established by the City Council that functions on the level between enforcement officers and the Courts. The Board interprets the meaning and spirit of City Code Title 10 (Zoning Code) as enacted by the City Council; it does not have authority to make or change zoning law. The Board of Adjustment shall have the powers and duties per A.R.S. § 9-462.06 to:

- A. Hear and decide appeals in which it is alleged there is an error in an order, requirement, or decision made by an administrative official in the enforcement of City Code Title 10 (Zoning Code).
- B. Hear and decide appeals for variances from the terms of the Zoning Code only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the Zoning Code will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance is subject to such conditions as will ensure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.
- C. Reverse or affirm, wholly or in part, or modify the order, requirement, or decision of an administrative officer appealed from, and make such order, requirement, decision, or determination as necessary.
- D. Adopt such rules of procedure necessary for the administration of responsibilities consistent with these regulations.

#### **Section 2-10-001-0005 Appeals**

Any person aggrieved by a decision of the Board of Adjustment may, at any time within thirty (30) days after the Board has rendered its decision, file a complaint for special action in the superior court to review the Board's decision. Filing the complaint does not stay proceedings on the decision sought to be reviewed, but the court may, on application, grant a stay and on final hearing may affirm or reverse, in whole or in part, or modify the decision reviewed.

#### **Section 2-10-001-0006 Restrictions**

The Board of Adjustment may not:

- A. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the Zoning Code provided the restriction in this paragraph shall not affect the

authority to grant variances pursuant to this Chapter and Division 10-20-70 (Variances).

- B. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.
- C. Grant a variance on an appeal for any of the following:
  - 1. Conditions or stipulations of a Zoning Map amendment.
  - 2. Conditions of a Subdivision Plat recommended for approval by the Planning and Zoning Commission or as approved by the City Council, or of a Land Split Map.
  - 3. Conditions of a Development Agreement.
  - 4. Conditions of an Annexation Agreement or ordinance.
  - 5. Conditions of a Conditional Use Permit.
  - 6. Conditions of a Resource Mitigation Case.
  - 7. Illegal or Prohibited Uses in any zoning district.
  - 8. Illegal or Prohibited Signs, as listed in Division 10-50.90 (Sign Regulations), in any district.
  - 9. Determination of a requirement for a General Plan Amendment by the Planning Director.
- D. Applications for any of the above-listed items shall not be accepted or processed, nor will the Board of Adjustment schedule or conduct meetings regarding the same.

**2-10-001-0007 City Council Authorized to Act as Board of Adjustment**

When a quorum of the Board of Adjustment cannot be achieved due to absence or disqualification, upon majority vote the City Council may act as the Board of Adjustment. (Amended, Ord. No. 2011-23, 09/06/2011)

**2-10-001-0008 Hearing Officer**

Pursuant to A.R.S. § 9-462.08, the City has the authority to establish administrative hearing officers and, pursuant to A.R.S. § 9-462.06, may delegate to a hearing officer the authority to hear and decide on matters within the jurisdiction of the Board of Adjustment.

- A. Appointment. The Hearing Officer shall be appointed by the City Manager on the basis of training and experience which qualifies him or her to conduct hearings and make findings and conclusions of the matters heard.

- B. Powers and Duties. The Hearing Officer shall have all the powers and duties granted to the Board of Adjustment pursuant to this Section and prescribed by law.
- C. Procedure. Public hearings conducted by the Hearing Officer shall be open to the public and conducted in accordance with the Rules of Procedure for the Board of Adjustment.
- D. Appeal. Any person aggrieved by a decision of the Hearing Officer may file an appeal to the Board of Adjustment within fifteen (15) calendar days after the Hearing Officer has rendered a decision. Appeals of the decisions of the Hearing Officer shall be heard by the Board of Adjustment or, if a quorum of the Board of Adjustment cannot be achieved, by the City Council acting as the Board of Adjustment, as applicable. If the Board of Adjustment, or the City Council acting as the Board of Adjustment pursuant to Section 10-09-004-0001.E.7., is unable to achieve a quorum due to absence or disqualification, the aggrieved party may file a complaint for special action directly in the Superior Court within thirty (30) days after the Board of Adjustment, or the City Council acting as the Board of Adjustment, issues an order declaring its inability to hear the appeal.

(Amended Ord. No. 2011-27, 11/18/2011)

**Section 2-10-001-0009      Appeal from the Board of Adjustment.**

Any person aggrieved by a decision of the Board of Adjustment may appeal the decision directly to the Superior Court by filing a complaint for special action within thirty (30) days after the Board has rendered its decision.

(Amended Ord. No. 2011-27, 11/18/2011)

(Adopted, 1978 Code; Amended, Ord. No. 2010-35, 11/16/2010; Amended, Ord. No. 2011-23, 09/06/2011; Amended Ord. No. 2011-27, 11/18/2011)



## *City of Flagstaff, AZ*

### BOARD OF ADJUSTMENT APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<b><u>Yelton, Russ</u></b> President/CEO/NACET 3000 E. Matterhorn Dr. Flagstaff, AZ 86004 Cell Phone: 828-582-6323 Term: 1st			No

**Council Representative:**

**Staff Representative:** Roger Eastman

**As Of:** August 22, 2012

7



**IMPORTANT NOTICE:** The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF**  
**APPLICATION TO SERVE ON A BOARD/COMMISSION**

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

**PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.**  
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 04/24/2012

BOARD/COMMISSION YOU WISH TO SERVE ON: Board of Adjustment

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: Russ Yelton HOME PHONE: 928-265-1965

HOME ADDRESS: 3000 E. Matterhorn Drive Flagstaff, AZ ZIP: 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: NACET JOB TITLE: President/CEO

BUS. PHONE: 928-213-9234 CELL: 828-582-6323 E-MAIL: rdyelton@yahoo.com

PLEASE INDICATE PREFERRED TELEPHONE: HOME WORK ☒ CELL

**BACKGROUND INFORMATION:** Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.

I have always been very interested in public policy that handles local development. I have completed stainability training in regards to policy guiding development at the Vienna University of Economics in addition to other education. This training allowed me the opportunity to learn from others around the world how development policies impact local and regional communities. I sit on numerous other boards including the Arizona Business Incubation Association, the Arizona Small Business Association, AzBio, Flagstaff 40, the National Business Incubation Association and other.

**Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)**

I have completed the Flagstaff Leadership program and am currently a fellow in the Flinn-Brown Leadership Academy. I want to give back to our wonderful community in a meaningful and productive way. This board oversees and area that I feel is critical to future development in our community.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

  
Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

5



**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Matthew Morales, Project Manager  
**Date:** 07/03/2012  
**Meeting Date:** 09/04/2012



---

**TITLE:**

**Consideration and Approval of Job Order Contract thru Mohave Educational Services Contract:**  
Cinder Lake Landfill, Cell D-Rock Coring Project

**RECOMMENDED ACTION:**

1. Approve the contract with Mohave Educational Services, through the Job Order Contract (JOC) project delivery method for site work with SDB Contracting Services, Inc. (ROC #070507) under the scope of work (attached), in the amount of \$62,932.83, with a contract time of 60 days: and
2. Authorize the City Manager to execute the necessary documents.

**Policy Decision or Reason for Action:**

Obtaining cores of rock and soil from the South Borrow Pit (Cell D) will allow staff to determine strategies for future development of the site in an effort to extend the life of the landfill to the maximum number of years possible with the ultimate goal of saving money in delaying the development of a new landfill.

**Financial Impact:**

\$115,000 is budgeted for this project in FY13 in account 280-4104-790-4103 (Project Number 410404).

**Connection to Council Goal:**

Maintain and deliver quality, reliable infrastructure-

This project will allow staff to determine whether it is feasible to increase the amount of available airspace at the landfill, thereby extending the closure date. In addition, valuable soil resources could be confirmed for future cells.

**Has There Been Previous Council Decision on This:**

No

**Options and Alternatives**

Option A-Approve the contract with Mohave Educational Services through the job order contract project delivery system with SDB Contracting Services, Inc. under the existing scope of work

Option B-Reduce the scope of work

Option C-No Action until the project is further warranted



**Background/History:**

The Cinder Lake Landfill Solid Waste Facility Plan acts as the guiding construction document and prescribes excavation depths within the future expansion area known as Cell D as shown in Figure 1 (33 Acres). The depths established by the engineer of record were based on marginally rippable (extractable) rock as determined by drillers' logs and geophysical surveys. It was assumed that in the future, the City's only desirable method of excavation was through ripping the soil and rock with bulldozers and excavators.

In the summer of 2011 sonic drilling methods were performed within the vicinity of the landfill. The mission of the project was to determine the depth of cinders within the Cinder Lake Basin. One bore hole (CL 7) located within the vicinity of Cell D extended 16 feet into the underlying basalt unit. Upon examination of the extracted soil and rock, staff ascertained that the crushable rock within the basalt unit may serve as a viable source of aggregate for future City infrastructure. Staff compared the previous geotechnical report with the new samples and determined that drilling and sampling of rock cores within the basalt unit was justified.

Cinder Lake Landfill currently has an adequate volume of on-site soil to suit immediate needs for daily cover of trash. However staff continues to seek readily available resources of alternative cover in order to decrease the inevitable soil deficiency.

**Key Considerations:**

Cell D has been excavated to the furthest extent possible with existing landfill equipment. Staff has compared the existing topography with the final design depth and calculated approximately 650,000 cubic yards of soil and rock remain within the 33 acres. Some portions of the site have as much as 15 feet of soil and rock that lie between existing grade and the design elevation. Other heavy equipment (excavators) could be used to perform the future excavation activities. However staff has counseled with a number of engineers and contractors who concluded that the volume of available rock within the 33 acre site warrants drilling and blasting prior to excavation.

Prior to drilling and blasting it is necessary to gain a comprehensive understanding of the geology by means of extraction (coring), sampling, and testing of soil within the site. Extraction of solid cores of rock will allow the staff to determine whether a more optimal depth can be achieved within the site boundaries. In addition, drilling and sampling in Cell D will give staff a more accurate definition of soil characteristics that exist within the boundaries. The analysis of the soil and rock will allow staff to establish essential benchmarks, calculate the approximate volume of remaining rock, calculate costs for processing rock, and assess the marketability of the rock.

Based on existing soil usage, the landfill will inevitably have to import soil (2.5 to 3.5 million cubic yards) from other sources in the region. The most readily available imported soil comes from the Cemex Grey Mountain facility located north of Flagstaff. The material consists of gravel-sized particles, and is approximately \$18 per ton (includes delivery). The larger particle size makes the material less desirable due to its high porosity. Therefore approval of cover material with particle sizes typical of gravel would have to be granted by the Arizona Department of Environmental Quality prior to implementation. The typical industry standard for daily cover consists of soil particle sizes equivalent to sand. The most reliable source of imported sand is from the Verde Valley at a present day rate of approximately \$30/ton (includes delivery).

**Community Benefits and Considerations:**

The rock coring project is being considered to determine whether the benefits to the community could be realized.

**Community Involvement:**

None

**Expanded Options and Alternatives:**

Option A-Approve the contract with Mohave Educational Services through the job order contract project delivery system with SDB Contracting Services, Inc. under the existing scope of work

Option B-Reduce the scope of work

Option C-No Action until the project is further warranted

**Date of Council Approval:**

---

**Attachments:**    Scope of Work from SDB  
                          Quote from SDB  
                          Figure 1

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Director	Rick Compau	08/15/2012 10:56 AM
Finance Director	Margie Brown	08/15/2012 11:22 AM
Management Services Director	Elizabeth A. Burke	08/15/2012 02:04 PM
Project Manager I - Landfill (Originator)	Matthew Morales	08/16/2012 12:36 PM
Management Services Director	Barbara Goodrich	08/16/2012 02:17 PM
Public Works Director	Elizabeth A. Burke	08/16/2012 02:30 PM
Public Works Section Head - Sayers	Elizabeth A. Burke	08/20/2012 12:57 PM
Project Manager I - Landfill (Originator)	Matthew Morales	08/20/2012 08:49 PM
Public Works Section Head - Sayers	Rebecca Sayers	08/21/2012 09:52 AM
City Manager	Kevin Burke	08/21/2012 10:23 AM
Legal Assistant	Vicki Baker	08/21/2012 10:25 AM
DCM - Jerene	Elizabeth A. Burke	08/21/2012 10:28 AM
Legal Assistant	Vicki Baker	08/21/2012 10:32 AM
Senior Assistant City Attorney DW	David Womochil	08/21/2012 11:06 AM
DCM - Jerene	Jerene Watson	08/21/2012 02:52 PM
Form Started By: Matthew Morales		Started On: 07/03/2012 12:41 PM
Final Approval Date: 08/21/2012		

Date 7-24-12

**Matt Morales, P.E.**  
**Project Manager**  
**Cinder Lake Landfill**  
**6770 E. Landfill Road**  
**Flagstaff, AZ 86004**

**RE: Cinder Lake Landfill Boring Proposal**

Dear Mr. Morales,

To further clarify SDB's proposal for the Cinder Lake Landfill coring project that you received in May, we acknowledge the following:

1. The project consists of coring 15 locations on existing pads (provided by Flagstaff City Landfill personnel) to a cumulative depth of 800'. The core samples will be 2½" diameter and will be bagged and identified. The locations are shown on the single page, Haydon Building Corp plan dated 4-25-12.
2. SDB will handle necessary administrative responsibilities.
3. SDB will provide a safety plan and implement appropriate health and safety practices for all work performed.
4. Geotechnical Analysis is by others.
5. As part of the Landfill Expansion Project, SDB will participate in the Geo Technical Review.

Sincerely,



Stuart Marks  
Senior Project Manager  
SDB

Mohave JOC Open Book Price Summary  
Mohave Contract Number 09D-SDB-0902

This project is quoted through Mohave Educational Services Cooperative under a JOC (Job Order Contract). Under JOC, performance & payment bonds are required, but may be waived by the Owner for projects under \$50,000. Your acceptance of this quote (which does not include charges for such bonds) is your indication of said waiver. If you do not wish to waive the P&P bond, please add the cost for the bond (shown to the left of the "Bond" line item below) to the TOTAL of this quote for your Purchase Order amount.

Member	Northern Arizona University	Date	5/10/2012
Project Title	Cinder Lake Hard Drill		
Project Location	Cinder Lake Landfill		

Direct Project Cost

Division/Specialty	#	Quote Summary			Selected Quote
		Subcontractor	Quote Amount		
31-0105	1	Enviro-Drill, Inc.	\$41,055.00		\$41,055.00
	2	Yellow Jacket Drilling Services	\$53,200.00		
	3	Flagstaff Well & Supply	\$57,200.00		
	1				
	2				
	3				
	1				
	2				
	3				
(add scope description here) - SDB Self Performed		Position	Hours	Rate	
		Foreman		\$40.00	\$0.00
		Journeyman		\$37.00	\$0.00
		Apprentice		\$32.00	\$0.00
		Materials	LS	Amount	
			LS		\$0.00
Subtotal 1 (Total Direct Project Cost)					\$41,055.00

General Conditions (GCs)	\$9,746.38
--------------------------	------------

Subtotal 2 (Direct Project Cost + General Conditions)	\$50,801.38
---	-------------

General & Administrative Cost (G&A)	10% of Subtotal 2	\$5,080.14
-------------------------------------	-------------------	------------

Subtotal 3 (Subtotal 2 + G&A)	\$55,881.52
-------------------------------	-------------

Profit	5% of Subtotal 3	\$2,794.08
--------	------------------	------------

Subtotal 4 (Subtotal 3 + Profit)	\$58,675.60
----------------------------------	-------------

Tax (Enter applicable tax rate)	6.1399%	\$3,640.49
---------------------------------	---------	------------

Bond, if applicable	0.98%	\$616.74
---------------------	-------	----------

Project Subtotal	\$62,932.83
------------------	-------------

Owner Contingency	
-------------------	--

PROJECT TOTAL	\$62,932.83
---------------	-------------

\* Provide vendor name & explanation if low quote is not selected.


PROJECT GENERAL CONDITIONS

Item Description	Quantity	Unit	Unit Price	Total
Admin Fee Items				
Project Staff:				
Project Manager	30	Hrs	\$70.00	\$ 2,100.00
Project Superintendent	84	Hrs	\$65.00	\$ 5,460.00
Estimator	20	Hrs	\$68.00	\$ 1,360.00
Construction Equipment:				
Tractors/Backhoe		Day	\$420.00	\$ -
Forklifts/10,000 lbs		Day	\$340.00	\$ -
Cranes/20 Ton		Day	\$900.00	\$ -
Miscellaneous Rental Equipment				\$ -
Small Tools (2% of project staff costs)	1	Job LS	\$178.40	\$ 178.40
Submittals/Documents:				
As-Builts - Paper		Sheet	\$11.86	\$ -
As-Builts - Mylars		Sheet	\$24.86	\$ -
As-Builts - CADD		Hrs	\$175.00	\$ -
Project Submittals/Admin. Support		Hrs	\$40.00	\$ -
O & M Manuals/Admin Support		Hrs	\$40.00	\$ -
Construction Documents Printing/Admin Support		Hrs	\$40.00	\$ -
Temporary Facilities				\$ -
Temporary Power		LS		\$ -
Temporary Construction Water		MO	\$85.00	\$ -
Temp Water Ice/Cups		MO	\$85.00	\$ -
Street Cleaning		Hrs	\$90.00	\$ -
Dust Control/Water/Apprentice		Hrs	\$32.00	\$ -
Water Truck w/Driver		Day	\$425.00	\$ -
Underground Detection		Hrs	\$135.00	\$ -
Potholing/Journeyman		Hrs	\$37.00	\$ -
Survey Crew		Hrs	\$225.00	\$ -
Dumpster Including 2 Dumps		Ea	\$800.00	\$ -
Housekeeping/Apprentice		Hrs	\$32.00	\$ -
Final Clean of Site/Apprentice		Hrs	\$32.00	\$ -
Continuous Cleaning/Apprentice		Hrs	\$32.00	\$ -
Temporary Toilets 2 per Month	0.5	MO	\$290.00	\$ 145.00
Enter Additional if Required				\$ -
Temporary Fences and Gates Rental		Mo/LF	\$2.75	\$ -
Set Up & Removal of Temp Fence 14' Panel		Ea	\$25.00	\$ -
Project Sign		Ea	\$350.00	\$ -
Safety/Site Specific Safety/Safety Engineer		Hrs	\$75.00	\$ -
SWPPP Operation				\$ -
Miscellaneous Rental - Enter Description if Required				\$ -
Mobile Phone		Day	\$3.00	\$ -
Special Inspections as Required in Job Order		Invoice		\$ -
Site Transportation		Day	\$40.00	\$ -
Site Trailer		Month	\$200.00	\$ -
Site Trailer Mobilization & Demob		Ea	\$1,000.00	\$ -
Office Supplies		Invoice		\$ -
Copy Machine		Day	\$3.00	\$ -
Computer		Day	\$5.00	\$ -
Printer & Paper		Day	\$5.00	\$ -
Other (specify)				\$ -
Other (specify)				\$ -
Other (specify)				\$ -
Other (specify)				\$ -
Other (specify)				\$ -
General Conditions - Admin. fee allowed Total				\$ 9,243.40

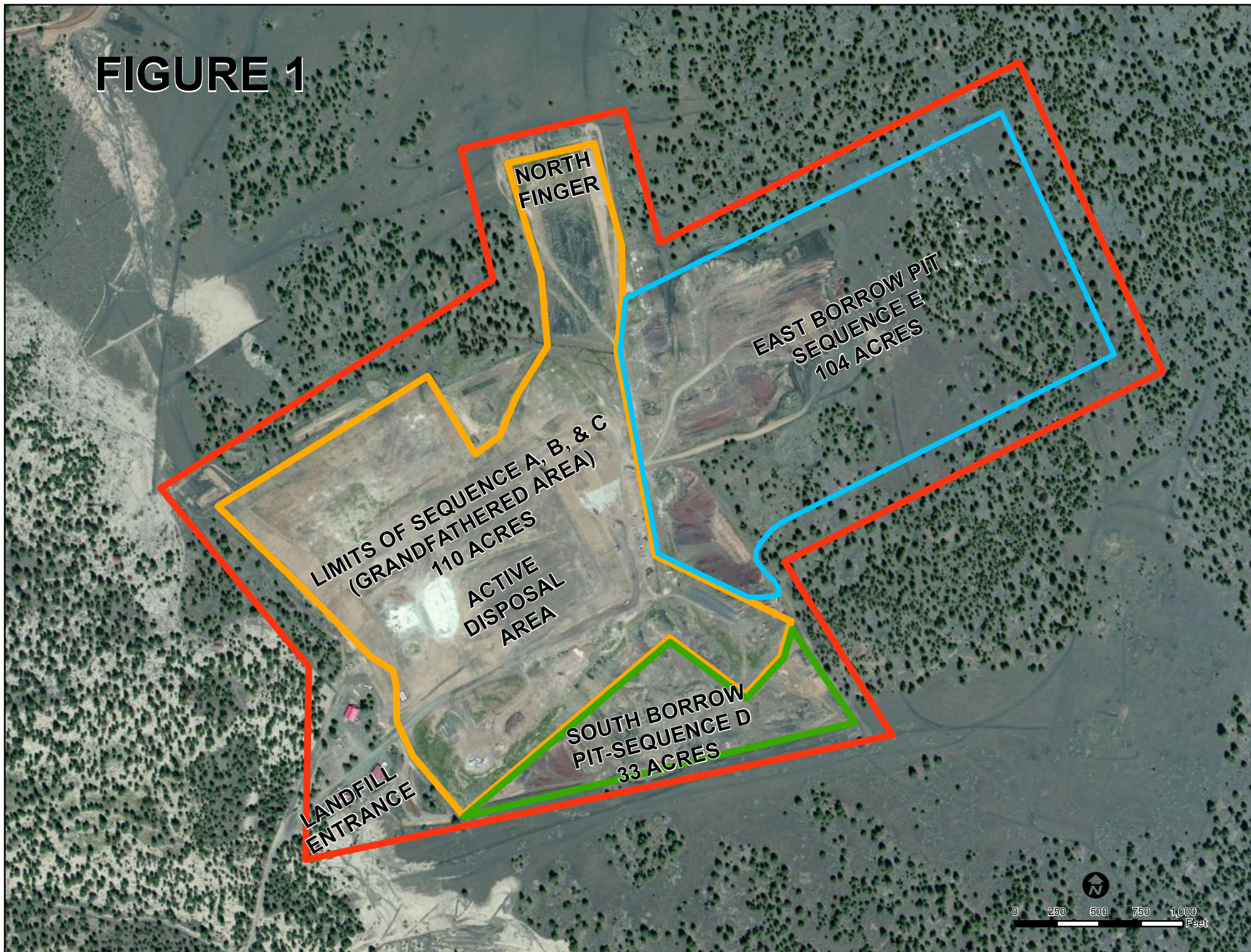
Item Description	Quantity	Unit	Unit Price	Total
No Admin Fee Items				
Travel/Misc.:				
Auto Mileage - Project Manager		Mi	\$0.51	\$ -
Auto Mileage - Superintendent		Mi	\$0.51	\$ -
Auto Mileage - Superintendent Ass't		Mi	\$0.51	\$ -
Reimbursables:				
Parking Permit		Mo	\$159.50	\$ -
Dust Control Permits		Acre	\$795.00	\$ -
Nesphap Permits		Ea	\$525.00	\$ -
General Conditions - Admin. Fee not allowed Total				\$ -

Mohave Admin. Fee	
General Conditions - Admin. fee allowed Total From Above	\$9,243.40
Direct Construction Cost Total from Subtotal 1 on "Price Summary" page	\$41,055.00
Subtotal	\$50,298.40
Admin Fee (1% of Subtotal)	\$502.98

Total General Conditions For This Project	
General Conditions - Admin. Fee allowed Total	\$9,243.40
General Conditions - Admin. Fee not allowed Total	\$0.00
Mohave Admin. Fee	\$502.98
Total General Conditions	\$9,746.38



# FIGURE 1





**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Steve Bergeron, Solid Waste Collection Manager  
**Date:** 07/23/2012  
**Meeting Date:** 09/04/2012



---

**TITLE:**

**Consideration and Approval of Second Amendment to Service Agreement:** Residential curbside glass collection and prebaled cardboard revenue sharing.

**RECOMMENDED ACTION:**

(1) Approve the amendment to the service agreement with Norton Environmental, Inc., to allow for the private collection of residential curbside glass only and a separate revenue sharing arrangement for large (approximately 1,000 lbs. or more) pre-baled cardboard; and (2) Authorize the City Manager to execute the necessary documents.

**Policy Decision or Reason for Action:**

The City Council directed staff to negotiate an amendment with Norton Environmental to allow private haulers to collect curbside glass only. In order to divert and capture more pre- baled cardboard, a revised revenue sharing arrangement was made as an incentive for cardboard generators to participate.

Decision Points: To allow for the collection of residential glass only by private haulers.

**Financial Impact:**

As there is no viable market for recycled glass, staff does not anticipate any financial impact. The cardboard arrangement would stimulate the capture of other sources of pre- baled cardboard, resulting in a higher revenue share for the City of Flagstaff.

**Connection to Council Goal:**

(1) A sustainable community through economic vitality, environmental protection and social inclusion; (2) Effective governance; (3) Maintain and deliver quality, reliable infrastructure.

**Has There Been Previous Council Decision on This:**

Yes, there was discussion of private collection of residential curbside glass during the November 2, 2010, City Council meeting. There was not discussion of a separate revenue sharing arrangement for large (approximately 1,000 lbs. or greater) bales of cardboard.

**Options and Alternatives**

(1) Leave the agreement between the City of Flagstaff and Norton Environmental as is. (2) Re-write the amendment to exclude either the private collection of residential curbside glass or the separate revenue sharing arrangement for large (approximately 1,000 lbs. or greater) bales of cardboard.

**Background/History:**

The City of Flagstaff's Solid Waste Section has endeavored to divert glass from the residential solid waste stream. Efforts to retrofit the Municipal Materials Recycling Facility (the MRF) operated by Norton Environmental, Inc. to process glass with other commingled recyclables were found to be cost prohibitive. Additionally, the resale value of recycled glass has traditionally been less than the cost to collect, process and transport it. A local private hauler would like to collect material from residences curbside and use the material to manufacture certain products as well as recycle. While the City Ordinances administratively appear to allow such collection, there was a conflict with the City's agreement with Norton Environmental. The attached amendment will remove any such conflict and allow for the private collection of this material.

Additionally, the City has endeavored to capture and divert a greater percentage of recyclable material generated within the community, particularly larger bales of cardboard, which have a higher market value. This amendment will help to accomplish that goal by creating an incentive for generators of such material to keep the material and the revenue local, rather than sending the material to out of town or out of state processors.

**Key Considerations:**

This amendment encourages the diversion of a re-usable, recyclable material (glass) from the waste stream while encouraging entrepreneurship in the private sector.

This amendment encourages generators of pre- baled cardboard to participate in recycling locally, benefitting the community, the City and Norton Environmental.

**Community Benefits and Considerations:**

Overall benefits to the community include the diversion of some glass from the waste stream, saving landfill space, convenient curbside collection and the start up of a local small business. Benefits to a separate revenue sharing arrangement for large bales of cardboard are incentives for local generators to keep the material local, benefitting the community, the City and Norton Environmental.

**Community Involvement:**

N/A

**Expanded Options and Alternatives:**

1. Approve the amendment and allow private haulers of residential curbside glass to proceed and allow for a separate revenue sharing arrangement to encourage generators of pre- baled cardboard to recycle locally.
2. Leave the agreement as is and do not allow private hauling of residential glass or a separate revenue sharing arrangement for pre- baled cardboard.
3. Re-write the amendment to exclude either the private collection and hauling of residential curbside glass or the separate revenue sharing arrangement for large (1,000 lbs. or greater) cardboard bales.

**Date of Council Approval:**

---

**Attachments:**     Norton Amendment

---

**Form Review**

**Inbox**  
Public Works Section Head - Bourque

**Reviewed By**  
Patrick Bourque

**Date**  
08/14/2012 03:07 PM



Public Works Section Head - Sayers	Rebecca Sayers	08/14/2012 03:08 PM
Purchasing Director	Rick Compau	08/15/2012 10:51 AM
Legal Assistant	Vicki Baker	08/15/2012 10:55 AM
Senior Assistant City Attorney DW	David Womochil	08/15/2012 11:15 AM
Finance Director	Margie Brown	08/15/2012 11:23 AM
Management Services Director	Barbara Goodrich	08/15/2012 11:29 AM
Public Works Director	Elizabeth A. Burke	08/15/2012 12:21 PM
Public Works Section Head - Sayers	Rebecca Sayers	08/15/2012 12:25 PM
Legal Assistant	Vicki Baker	08/15/2012 01:41 PM
Senior Assistant City Attorney DW	David Womochil	08/15/2012 02:42 PM
DCM - Jerene	Jerene Watson	08/20/2012 08:24 AM
Form Started By: Steve Bergeron		Started On: 07/23/2012 09:48 AM
Final Approval Date: 08/20/2012		

SECOND AMENDMENT TO LEASE, CONSTRUCTION  
AND SERVICE AGREEMENT BY AND BETWEEN NORTON  
ENVIRONMENTAL, INC. AND THE CITY OF FLAGSTAFF

This Second Amendment to the Lease, Construction and Service Agreement dated January 16, 1997 between the City of Flagstaff and Norton Environmental, Inc. is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, AZ 86001, and Norton Environmental, Inc. an Arizona Corporation with offices at 6055 Rockside Woods Boulevard, Independence, OH 44131.

The parties to the Lease, Construction and Service Agreement, the City of Flagstaff and Norton Environmental, Inc., hereby agree to the following amendments. All other provisions of the Agreement shall remain unchanged. New text is underlined and deleted text is stricken through:

1.1 Certain Definitions. As used herein, each of the following terms shall have the meanings set forth below:

“Agreement” means this Lease, Construction and Service Agreement, together with all Schedules and Exhibits attached hereto, and, to the extent not inconsistent with the express terms hereof, the Proposal and the RFP which are both, to such extent, incorporated herein by reference.

“Arbitration” means arbitration in accordance with the procedures specified in accordance with the Arizona Arbitration Association.

“Change in Law” means, after August 1, 1996, (a) the adoption, promulgation, issuance, modification or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling, interpretation or ordinance of the United States or Arizona (or subdivision thereof), unless such law, regulation, rule, requirement, ruling, interpretation or ordinance was, on or prior to August 1, 1996, duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction; (b) the issuance of an order, decree and/or judgment of (i) any governmental entity, (ii) any official having jurisdiction, or (iii) any judicial or quasi-judicial body having jurisdiction, to the extent such order, decree and/or judgment constitutes a reversal, modification or change of a prior applicable order, decree, judgment, law, regulation, rule, requirement, ruling, interpretation or ordinance or an overturning of a prior administrative policy, regulation, rule, requirement, interpretation or judicial precedent; or (c) the delay, failure to issue, suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval necessary for the design, construction, equipping, operation, or possession of the Facility or the Facility Site, to the extent that the delay, failure to issue, suspension,

termination, interruption or failure of renewal (i) is not caused primarily by any improper action or inaction of the Company and (ii) is the result of an event of the kind referred to in clause (a) or (b) of this definition.

"City Code" means the municipal code of the City, consisting of the codification of City ordinances.

"City Fault" means the willful misconduct or negligence of the City or its agents, representatives or employees, or the unexcused failure of the City or its agents, representatives or employees to perform its or their obligations hereunder.

"City Recyclables" means Commingled Recyclables and other Recyclables delivered to and accepted at the Facility by, for or on behalf of the City, which shall include only Commingled Recyclables and other Recyclables delivered by the City or by a Contract Service Provider from within the City and from any other jurisdiction which has contracted with the City to deliver, or cause the delivery of, its Commingled Recyclables and/or other Recyclables to the Facility.

"Collection and Transport Agreement" means an agreement by and between the City and a Contract Service Provider under which the Contract Service Provider agrees to collect Recyclables and to deliver such Recyclables to the Facility.

"Commencement Date" has the meaning given in Section 2.2 hereof.

"Commercial Operations Date" means the first Monday after the Operational Date.

"Company Fault" means the willful misconduct or negligence of the Company or its agents, representatives or employees, or the unexcused failure of the Company or its agents, representatives or employees to perform its or their obligations hereunder.

"Commingled Recyclables" means commingled material collected by the City through its curbside recycling program for delivery to and Processing at the Facility, or similar commingled material delivered to the Facility by or on behalf of the City for Processing, which is predominantly or substantially composed of Recyclables other than glass.

"Completion Date" means that date on which (a) the construction of the Facility is substantially completed in compliance, in all material respects, with all applicable laws or regulations, (b) the Company has received all required approvals, licenses or permits for operation of the Facility, and (c) the City has issued a Certificate of Occupancy for the Facility.

"Contract Service Provider" means a locally licensed Recyclable collector or waste hauler that has entered into a Collection and Transport Agreement.

"Contract Year" means any one year period which commences upon the

Commercial Operations Date or commences upon the anniversary of the Commercial Operations Date.

“CPI” means the “Consumer Price Index - U.S. Average - All Urban Consumers All Items” (1982-84 = 100), published by the Bureau of Labor Statistics (“BLS”) of the United States Department of Labor. If the BLS substantially revises or ceases publication of the CPI, then a substitute index for determining cost-of-living adjustments, issued by the BLS or by a reliable governmental or other non-partisan publication, shall be designated by agreement of City and Company, acting reasonably.

“Facility” means the material recovery and processing facility that is the subject of this Agreement.

“Facility Site” means the real property located in and owned by the City of Flagstaff, Arizona on which the Facility is to be constructed and located, as further described in Exhibit “A” attached hereto.

“Fiscal Year” means the fiscal year of the City, which currently begins on July 1 and ends on June 30.

“Force Majeure” means any event or condition or the adverse effect thereof, having a material and adverse effect on the rights, duties or obligations hereunder of the parties to this Agreement, or on the parties to this Agreement, or on the Facility or the Facility Site, or any part or portion thereof, or on the acquisition, design, construction, equipping, operation, maintenance, ownership or possession of any or all of them, if such event or condition or the adverse effect thereof, is beyond the reasonable control, and is not the result of a willful or a negligent action or omission, of the party relying thereon as justification for not performing (the “Non-Performing Party”) any obligation or complying with any condition required of such party under this Agreement, provided that the contesting in good faith of any event or condition constituting a Change in Law will not be construed as a willful or negligent action of the Non-Performing Party. Force Majeure events or conditions include events or conditions of the following kind:

- (a) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, hurricane, storm, flood or other unusually severe weather condition, sinkhole or similar occurrence, an act of a public enemy, an act of war, freight embargo, effects of nuclear radiation, blockade, insurrection, riot, general unrest, civil disturbance, restraint of government or people or similar occurrences, or damages or delays caused by Hazardous Waste entering or existing within the Facility or the Facility Site unless such Hazardous Waste was accepted by the Company with knowledge that it was accepting Hazardous Waste;
- (b) a Non-Company Strike or Non-City Strike;
- (c) a Change in Law, including, without limitation, a Change in Law which has the effect of requiring special handling or other procedures in connection with the processing, transportation or disposal of Recyclables more costly than those required on

August 1, 1996, for the processing, transportation or disposal of Recyclables;

(d) the failure or delay of any Subcontractor or supplier to furnish labor, services, goods, materials or equipment, but only to the extent that such failure or delay is caused by an act or condition that would be a circumstance of Force Majeure if it directly affected the Company or the City, as the case may be; or

(e) any surface or subsurface condition at the Facility Site that shall prevent, or require a redesign or change in, the construction of, or adversely affect the completion schedule for the Facility.

“Force Majeure” will not include:

(aa) a strike, lockout, work stoppage or similar industrial or labor action other than Non-Company Strikes or Non-City Strikes;

(bb) except as a result of an independent condition caused by an event of Force Majeure, the failure or delay of any Subcontractor or supplier to furnish labor, services, goods, materials or equipment;

(cc) any change in law excluded from “Change in Law,” as defined herein;

(dd) any surface or subsurface condition at the Facility Site the existence of which does not constitute an event of Force Majeure as set forth in clause (e) hereinabove;

(ee) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the construction or operation of the Facility which is either (i) caused primarily by any improper action or inaction or failure of compliance of the Company with the terms or provisions of any permit, license, consent, authorization or approval relating to the construction or operation of the Facility or (ii) not the result of an event of the kind referred to in clause (a) or (b) of the definition of “Change in Law” with respect to any such permit, license, consent, authorization or approval.

“Hazardous Waste” means anything defined as, designated or listed as, or of a character or in sufficient quantity to be defined as, (a) “hazardous waste” under the federal Resource Conservation and Recovery Act, as amended, the laws of the State of Arizona or any rules or regulations with respect thereto, (b) a “chemical substance” or “mixture” controlled or regulated under the federal Toxic Substances Control Act, as amended, or any rules or regulations with respect thereto, and (c) any “hazardous substance” as defined by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any rules or regulations with respect thereto, including (i) petroleum and crude oil or any fraction thereof and (ii) any waste whose storage, treatment, incineration or disposal requires a special license or permit from a federal or state agency under any laws, rules or regulations of the United States or the State of Arizona, (d) highly flammable substances and paints, (e) sharps, (f) explosives and ordinance materials, (g) radioactive materials, and (h) tires, provided that

if any judicial or governmental entity, body or agency having jurisdiction determines that any waste which is not, as of the date of this Agreement, within the foregoing definition thereafter comes within the scope of the foregoing definition, such waste will thereafter be deemed Hazardous Waste. Notwithstanding the foregoing, the term "Hazardous Waste" shall not include reasonable amounts of household hazardous waste, as defined in 40 C.F.R. §261.4(b)(1), except to the extent that the same may cause a significant endangerment to the health or safety of the Facility or personnel employed therein.

"Large Cardboard" means prebaled cardboard in bales weighing one thousand (1,000) pounds or more.

"Medical Waste" means any waste materials generated or used in the diagnosis, treatment, research or immunization of human beings or animals or in the production or testing of biologicals, or waste used or likely to have come in contact with infectious agents in medical, research, or industrial offices or laboratories.

"Net Tipping Fee" means the fee per Ton to be paid to the Company by the City for the processing of Recyclables.

"Non-Company Strike" means a strike, lockout, work stoppage, or similar industrial or labor action which does not arise solely out of the direct relationship of the Company with its employees.

"Non-City Strike" means a strike, lockout, work stoppage, or similar industrial or labor action which does not arise solely out of the direct relationship of the City with its employees.

"Operational Date" means the date which the construction of the Facility has been substantially completed in compliance in all material respects with all applicable laws, regulations and requirements, and a Certificate of Occupancy has been issued by the City for the Facility.

"Person" means any individual, business entity, including a corporation, partnership, business trust, or governmental entity or agency.

"Process" or "Processing" means the weighing, sorting, baling and other handling of Recyclables by the Facility in accordance with the provisions hereof.

"Recyclables" means waste materials that continue to have useful physical or chemical properties and are capable of being marketed for resale or reuse, including:

- A. Newspaper, including glossy inserts, tied with string or stacked in brown kraft paper bags.
- B. Residential mixed paper, advertising mail including white paper and envelopes with windows (excluding glossy paper).

- C. Corrugated cardboard.
- D. Office paper, to include white, colored and computer paper.
- E. Aluminum cans and scrap.
- F. Steel food cans (paper and plastic labels may be present), bi-metal beverage cans, lids from bottles, bulky metal items, and small appliances.
- G. Plastic bottles and containers numbered #1 - #2.
- H. Green, amber and clear glass.
- I. White goods and appliances, provided that such items are free of refrigerants and other Hazardous Waste, and any Person who delivers such items to the Facility warrants and represents to the Company that such items are free of the same.

“Recovered Materials” means Recyclables dropped off at the Facility’s residential drop-off bins, or delivered to the Facility in the Commingled Recyclables, from the City’s drop-off centers, or from any other City source, which the Company separates, removes or recovers for reclamation, resale, or reuse.

“Scheduled Completion Date” means such date that is twelve (12) months after the Commencement Date, and as such date may be extended from time to time under this Agreement as a consequence of Force Majeure or City Fault.

“Small Cardboard” means prebaled cardboard in bales weighing nine hundred ninety nine (999) pounds or less.

“Subcontractor” means any Person contracting directly with the Company or contracting with any Subcontractor to perform or provide any part of the work, materials, goods, supplies or equipment needed by or required of the Company under this Agreement.

“Ton” means 2,000 pounds or 0.907 metric tons.

“Unprocessable Waste” means that portion of Commingled Recyclables delivered to the Facility which does not contain Recyclables.

4.9 City Obligations Regarding Delivery and Processing. The City covenants and agrees that, from the Commercial Operations Date and thereafter during the term of this Agreement, it will:

- (a) deliver, or cause to be delivered, all Commingled Recyclables and other Recyclables collected by, for or on behalf of the City to the Facility, except as the City may otherwise find it necessary or expedient during an Excused Shutdown;
- (b) not engage in any other recycling program, nor contract with, license or franchise

any other person to Process and/or market Recyclables, with the exception of glass. The City may engage in a glass recycling program and/or may contract with, license, permit, or franchise another person or company to engage in a glass recycling program;

- (c) use its best efforts to cause all Recyclables, with the exception of glass, to be delivered to the Facility and to prevent the theft or diversion of Recyclables prior to their delivery to the Facility;
- (d) comply, and will cause its agents and contractors to comply, with any and all reasonable safety and administrative rules imposed by the Company, after consultation with the City, relative to entering upon and using the Facility and the Facility Site;
- (e) exercise the highest degree of care, and adopt and implement all reasonable procedures, to prevent the delivery of Hazardous Waste to the Facility;
- (f) remove and dispose of all Hazardous Waste delivered to the Facility, of which it has been duly notified, in accordance with the provisions of Section 4.5 hereof;
- (g) provide at the Facility Site adequate containers for the storage of Unprocessable Waste;
- (h) ensure that all vehicles delivering material to the Facility Site for or on behalf of the City maintain appropriate liability and automobile insurance;
- (i) remove and dispose of all Unprocessable Waste delivered to the Facility and stored in the containers furnished by the City for such purpose; and
- (j) increase (if necessary) and maintain the tipping fee charged at its landfill at a rate at least ten percent (10%) greater than the Net Tipping Fee charged by the Company at the Facility hereunder.

5.4 Revenue Sharing. From the Commercial Operations Date and thereafter during the term of this Agreement, the Company shall pay to the City fifty percent (50%) of the consideration received by the Company on or for the sale of Recovered Materials from each sale of such Recovered Materials for a price exceeding the base price set forth with respect to each such item of Recovered Materials (hereinafter, with respect to each such item, its "Base Price") as follows:

	Base Price
<u>Recovered Material</u>	<u>Per Ton</u>
Corrugated Cardboard	\$40
Newspaper	20
Mixed Office Paper	
(Hard Mix)	45
Mixed paper	5
Aluminum	960
Mixed glass	10
HDPE	102
PET	240
Ferrous	74
White goods	69

If any material is rejected or there is any "set off" against Recovered Material by the purchaser of such Recovered Material, the amount owed the City under this Section 5.3



will be reduced proportionately. If the Company shall sell any Recovered Material for which a Base Price is not established by this Agreement, the City and the Company shall share equally in the profit resulting from the sale of such Recovered Material after the cost of Processing and all other direct costs are subtracted from the sale price, and the parties shall thereafter in good faith negotiate a Base Price for such Recovered Material or type of Recovered Material (e.g., green, clear or amber glass) for which a Base Price is not established herein. ~~Notwithstanding the foregoing and in lieu of the revenue sharing provisions stated above, in the case of the Company's sale of any material received at the Facility in a prebaled or preprocessed state, the Company will pay to the City thirty percent (30%) of the Company's profit resulting from such sale, which shall equal the consideration the Company receives from such sale less the consideration paid, if any, to acquire such material, without regard to any Base Price. Notwithstanding the foregoing and in lieu of the revenue sharing provisions stated above, if the Company shall sell any material received in a prebaled or preprocessed state at the Facility so that such material does not require processing at the Facility, the proceeds that the Company receives from the sale of such material, without regard to any Base Price, shall be shared as follows:~~

- a. If the preprocessed or prebaled material is Large Cardboard, the consideration that the Company receives from the sale of such material shall be paid as follows:
    1. 10% to the generator of the Cardboard,
    2. 45% to the City for collection and delivery of the Cardboard to the Facility, and
    3. 45% to the Company for unloading the City stake body truck and marketing the Cardboard;
- Provided, however, that there shall be no revenue sharing for any Large Cardboard that is rejected by the buyer or recycler due to contamination, bale size, or density and any such rejected Large Cardboard will not apply toward the calculation of the City's annual guaranteed minimum tonnage as provided in Section 5.2.
- b. The profit from the sale of all other material received in a prebaled or preprocessed state at the Facility, which shall equal the consideration that the Company receives from such sale less the consideration paid by the Company, if any, to acquire such material, without regard to any Base Price, shall be paid as follows:
    1. 30% to the City, and
    2. 70% to the Company.

Furthermore, there shall not be any revenue sharing, nor any Net Tipping Fee charged by the Company pursuant to Section 5.1, for the reprocessing by the Company of Small Cardboard; however, the weight of such Small Cardboard shall apply toward the calculation of the City's annual guaranteed minimum tonnage as provided in Section 5.2.

The Company shall, together with its monthly statement provided under Section 4.4 hereof, remit all amounts due to the City under this Section 5.4 for the period reported in such statement.

City of Flagstaff

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk \_\_\_\_\_

Approved as to form: \_\_\_\_\_

David W. Donald for  
City Attorney

Norton Environmental, Inc.

Joseph A. Balog  
Joseph A. Balog, President

Date of execution: \_\_\_\_\_

## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Dan Holmes, PW Project Manager  
**Submitted For:** Erik Solberg, Public Works Director  
**Date:** 07/30/2012  
**Meeting Date:** 09/04/2012



---

### TITLE:

**Consideration and Approval of Construction Contract:** Pulliam Airport Concrete Ramp Joint Repair Project.

### RECOMMENDED ACTION:

1. Approve the construction contract with Robert E. Porter Construction in the amount of \$186,284.26 for the base bid only, with a 30 day contract time, subject to approval from ADOT Multimodal Planning Division, Aeronautics Group;
2. Approve change order authority in the amount of \$18,628.43(10%) of the contract amount to cover potential costs associated with unanticipated items of work; and
3. Authorize the City Manager to execute the necessary documents.

### Policy Decision or Reason for Action:

Provide improved safety and infrastructure maintenance.

### Financial Impact:

This project was originally budgeted in FY 2012 in the amount of \$223,710. Expenditures totalling \$42,348 were projected to occur last year so a budget of \$181,362 in account 270-3780-783 was entered for FY2013. No expenditures have occurred to date, so while the budgeted amount in the current fiscal year is less than the contract amount, the entire project amount and grant reimbursement are still available. The project is funded by a grant from ADOT Multimodal Planning Division - Aeronautics Group in the amount of \$222,030 (90% of the total project cost) with a City match of \$24,670.

### Connection to Council Goal:

Public Safety, Livability, and Maintaining Reliable Infrastructure.

### Has There Been Previous Council Decision on This:

Yes. Council accepted a grant from ADOT Aeronautics on February 21, 2012 in the amount of \$201,339.00 to fund the project. Council approved the design contract for this project at the regularly scheduled meeting of April 17, 2012. In addition, the City will receive a grant amendment # 1 in the amount of \$20,691 to cover additional project cost.

## Options and Alternatives

- 1) Approve the construction contract as presented. This would allow for timely completion of the project;
- 2) Reject approval of the contract and direct staff to re-advertise for bid. This would effectively delay the project until next year due to weather considerations.

## Background/History:

City Council approved award of the design services agreement for this project on April 17, 2012. That design work is now complete. The project was first advertised for bid on July 18, 2012. Bids were opened on August 2, 2012. A total of two firms submitted bids for the project. A tabulation of the 2 (two) bids received is attached and is summarized below:

Bidder	Base Bid	Bid Alternate	Total Amount Bid
Consultant's Estimate	\$ 112,750.00	\$ 109,750.00	\$ 222,500.00
Robert E. Porter Construction	\$ 186,284.26	\$ 169,731.35	\$ 356,015.61
Granite Construction	\$ 192,229.00	\$ 155,806.00	\$ 348,035.00

## Key Considerations:

Replacement of the concrete ramp joints is a routine maintenance function which seals the joints from water penetration and eliminates the potential for degradation of the subsurface soils and consequent damage to the concrete pavement.

## Community Benefits and Considerations:

The purpose of the project is to use the available grant funds in the most efficient manner to lengthen the service life of the concrete pavements and to avoid costly pavement reconstruction in the future.

## Community Involvement:

The Public Participation Goals of Inform and Involve were used In public meetings where the City Airport Commission reviews the Airport Capital Improvement Plan and is updated monthly on project progress and impacts.

## Date of Council Approval:

---

**Attachments:**    Bid Tabulation  
                          Construction Contract

---

## Form Review

Inbox	Reviewed By	Date
Legal Assistant	Margie Brown	07/30/2012 09:47 AM
PW Project Manager (Originator)	Margie Brown	07/30/2012 10:08 AM
Purchasing Director	Margie Brown	07/30/2012 10:09 AM
PW Project Manager (Originator)	Dan Holmes	08/08/2012 10:40 AM
Airport Director	Barney Helmick	08/13/2012 08:56 AM
Grants Manager	Stacey Brechler-Knaggs	08/13/2012 11:34 AM
Purchasing Director	Rick Compau	08/13/2012 01:28 PM

Finance Manager	Brandi Suda	08/13/2012 03:05 PM
Finance Director	Margie Brown	08/15/2012 11:23 AM
Management Services Director	Barbara Goodrich	08/16/2012 09:52 AM
Legal Assistant	Vicki Baker	08/16/2012 02:50 PM
Senior Assistant City Attorney JS	James Speed	08/20/2012 01:58 PM
Public Works Director	Stacy Saltzburg	08/20/2012 02:11 PM
PW Project Manager (Originator)	Dan Holmes	08/20/2012 02:27 PM
DCM - Jerene	Stacy Saltzburg	08/20/2012 02:30 PM
Public Works Director	Stacy Saltzburg	08/20/2012 02:52 PM
PW Project Manager (Originator)	Dan Holmes	08/20/2012 02:58 PM
DCM - Jerene	Erik Solberg	08/20/2012 03:10 PM
DCM - Jerene	Jerene Watson	08/21/2012 07:43 AM
Form Started By: Dan Holmes		Started On: 07/30/2012 07:46 AM
Final Approval Date: 08/21/2012		

**CITY OF FLAGSTAFF**  
**CONCRETE RAMP JOINT REPAIR PROJECT**  
**PROJECT NO. 01-12002 (270-3780-783)**

**BID TABULATION**

<b>CONCRETE RAMP JOINT REPAIR PROJECT</b> COF FILE #01-12002 (270-3780-783) BIDS RECEIVED AUGUST 2, 2012				Consultant's Estimate		Robert E. Porter Construction		Granite Construction			
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID</b>											
1	CONTRACTORS QUALITY CONTROL	1	LS	\$2,000.00	\$2,000.00	\$52,370.27	\$52,370.27	\$17,970.00	\$17,970.00		
2	MOBILIZATION / DE-MOBILIZATION	1	LS	\$10,000.00	\$10,000.00	\$14,745.14	\$14,745.14	\$15,530.25	\$15,530.25		
3	PARTIAL DEPTH PATCHING OF RIGID PAVEMENT	200	SF	\$36.00	\$7,200.00	\$64.03	\$12,806.00	\$159.00	\$31,800.00		
4	JOINT SPALL REPAIR - EPOXY	115	LF	\$20.00	\$2,300.00	\$55.89	\$6,427.35	\$74.00	\$8,510.00		
5	RESEALING OF JOINTS IN RIGID PAVEMENT USING SILICONE SEALANT - TYP 1	26,000	LF	\$3.50	\$91,000.00	\$3.84	\$99,840.00	\$4.55	\$118,300.00		
6	SEALING OF CRACKS IN RIGID PAVEMENT USING SILICONE SEALANT	25	LF	\$10.00	\$250.00	\$3.82	\$95.50	\$4.75	\$118.75		
<b>TOTAL BASE BID</b>					<b>\$112,750.00</b>		<b>\$186,284.26</b>		<b>\$192,229.00</b>		
<b>BID ALTERNATE</b>											
7	CONTRACTORS QUALITY CONTROL	1	LS	\$2,000.00	\$2,000.00	#####	\$42,806.44	\$8,800.00	\$8,800.00		
8	MOBILIZATION / DE-MOBILIZATION	1	LS	#####	\$10,000.00	\$9,352.51	\$9,352.51	#####	\$12,466.00		
9	PARTIAL DEPTH PATCHING OF RIGID PAVEMENT	100	SF	\$36.00	\$3,600.00	\$66.30	\$6,630.00	\$181.00	\$18,100.00		
10	JOINT SPALL REPAIR - EPOXY	150	LF	\$20.00	\$3,000.00	\$49.93	\$7,489.50	\$35.00	\$5,250.00		
11	RESEALING OF JOINTS IN RIGID PAVEMENT USING SILICONE SEALANT - TYP 1	24,000	LF	\$3.50	\$84,000.00	\$3.84	\$92,160.00	\$4.12	\$98,880.00		
12	RESEALING OF JOINTS IN RIGID PAVEMENT USING SILICONE SEALANT - TYP 2	1,750	LF	\$4.00	\$7,000.00	\$6.42	\$11,235.00	\$7.00	\$12,250.00		
13	SEALING OF CRACKS IN RIGID PAVEMENT USING SILICONE SEALANT	15	LF	\$10.00	\$150.00	\$3.86	\$57.90	\$4.00	\$60.00		
<b>TOTAL BID ALTERNATE</b>					<b>\$109,750.00</b>		<b>\$169,731.35</b>		<b>\$155,806.00</b>		
<b>TOTAL AMOUNT BID (BASE BID PLUS BID ALTERNATE)</b>					<b>\$222,500.00</b>		<b>\$356,015.61</b>		<b>\$348,035.00</b>		<b>\$0.00</b>

Indicates error in bid extension corrected in accordance with the contract documents

<b>Unit Price</b>	<b>Amount</b>
<b>\$0.00</b>	



## ***Concrete Ramp Joint Repair Project***

***Project Number: 01-12002***

***ADOT Project No. E2S1X***

***Bid Number: 2012-51***

***Account Number: 270-3780-783***

### **Mayor**

*Gerald W. Nabours*

### **Council**

*Karla Brewster*

*Scott Overton*

*Coral Evans*

*Celia Barotz*

*Jeff Oravits*

*Mark Woodson*

### **City Manager**

*Kevin Burke*

### **Utilities Director**

*Brad Hill*

### **Public Works Director**

*Erik Solberg*

### **Community Development Director**

*Mark G. Landsiedel*



## **NOTICE TO BIDDERS REQUIRED BID FORMS**

THE FOLLOWING ITEMS MUST BE COMPLETED BY THE BIDDING CONTRACTOR AND SUBMITTED WITH THIS COMPLETE AND INTACT BID PACKAGE FOR THIS BID TO BE CONSIDERED RESPONSIVE. ANY AND ALL DEFICIENCIES OF ITEMS LISTED BELOW WILL BE CONSIDERED ADEQUATE REASON TO REJECT THE BID IN ITS ENTIRETY.

- ☐ COMPLETE BID PACKAGE
- ☐ ACKNOWLEDGEMENT OF ADDENDA  
(SEE PAGE BR-3)
- ☐ BID SCHEDULE(S)  
(SEE PAGE BR-4)
- ☐ EQUIPMENT/MATERIAL SOURCE INFORMATION (N/A)
- ☐ BID PROPOSAL EXECUTION SHEET  
(SEE PAGE BR-5)
- ☐ BID BOND  
(SEE PAGE BR-6)
- ☐ SIGNATURES, SEALS & NOTARIES (WHEREVER NECESSARY)
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

This information is provided for your use in preparing all documents as required for a complete Bid Submittal. Please double check all requirements and if you have any questions regarding what is required with a submittal, please call and ask.

**CITY OF FLAGSTAFF**

**PROJECT: CONCRETE RAMP JOINT REPAIR**

**PROJECT NO: 01-12002**

**ADOT NO. E2S1X**

**BID NO: 2012-51**

**TABLE OF CONTENTS**

<u>BIDDING REQUIREMENTS</u>	<u>Page No.</u>
Information to Bidders - - - - -	BR 2
Proposal- - - - -	BR 3-5
Bid Bond- - - - -	BR 6
 <u>SAMPLE CONTRACT FORMS</u>	
Agreement- - - - -	1-7
Payment Bond- - - - -	8-9
Performance Bond- - - - -	10-11
 <u>EXHIBIT A – MAG REVISIONS</u> - - - - -	 MR 1-34
 <u>EXHIBIT B – SPECIAL PROVISIONS</u>	

**ADVERTISEMENT FOR BID**  
**Project: Concrete Ramp Joint Repair**  
**PROJECT NO: 01-12002**  
**ADOT No. 2S1X**  
**Bid Number: 2012-51**

Sealed Bids will be received at the Office of the City Purchasing Agent, 211 W. Aspen Avenue, until **3:00 p.m. on August 2, 2012** for the Concrete Ramp Joint Repair Project. The Project consists of saw cutting existing concrete ramp joints, removal of existing sealants, chamfering existing concrete joints, placement of new backer rods and sealants, spot spall repairs and partial patching of rigid pavements.

Each Bidder shall submit with their bid, a bid bond for an amount of not less than ten (10) percent of the gross amount of the Bid, payable to the order of the City of Flagstaff. The Bid Bond shall be provided by a surety company holding a certificate of authority to transact business in the State of Arizona in accordance with the requirements of A.R.S. Section 34-201. An unconditional certified check or cashier's check may be submitted instead of a bid bond. Bond is required as a guarantee that the Contractor will enter into a Contract to perform the proposal in accordance with the plans and specifications, or as compensation to the City for damages incurred as provided by A.R.S. 34-201 in the event of failure or refusal of the Contractor to enter into the Contract. The Bond will be returned to the contractors whose proposals are not accepted, and to the successful Contractor, upon execution of a satisfactory Contract, and receipt of Insurance Certificate, Performance Bond and Payment Bond.

The Contract will be awarded to the lowest responsible bidder whose bid is responsive to this Invitation for Bids and will be most advantageous to the City. Responsible factors to be considered may include, but are not limited to, the bidder's past performance on other contracts, and other matters set forth in City of Flagstaff Code 1-20-001-00004. The award may be made to other than the lowest price bid.

Contractors desiring to submit bids shall obtain copies of detailed plans, specifications and proposal forms and full information as to the proposed work from the City of Flagstaff website: <http://flagstaff.az.gov/Bids.asp>. All documents related to the project are located on the City's website. As such, the City does not forward hardcopy documents to the various plan rooms or maintain a bidders list for this project.

Any concerns as to requirements, omissions or discrepancies must be presented to the Owner in writing. The Owner will determine the appropriate action necessary, if any, and issue written addenda. Oral statements of instructions will not constitute an addendum to this solicitation unless confirmed in writing by addenda. Written requests may be submitted via e-mail to either Dan Holmes, Project Manager at [dholmes@flagstaffaz.gov](mailto:dholmes@flagstaffaz.gov), or Patrick Brown, Sr. Procurement Specialist at [pbrown@flagstaffaz.gov](mailto:pbrown@flagstaffaz.gov). Requests for clarifications/questions must be received no later than **3:00 P.M. Thursday, July 26, 2012**.

Interpretations or corrections will be made only by issuance of a written addendum, which will be made available to each known recipient. The City is not responsible for any explanations or interpretations of the documents other than those made by written addendum.

The City of Flagstaff retains the right to reject any or all bids received if the City determines that such rejection is in the best interest of the public.

A Pre-Bid Conference will be held at 10:00 a.m., on Wednesday, the 25th of July, 2012, in the Staff Conference Room at 211 W. Aspen Avenue, Flagstaff, Arizona, 86001.

Publish two (2) consecutive times, **Arizona Daily Sun: July 18th and July 25th, 2012.**

## **BIDDING REQUIREMENTS**

## INFORMATION FOR BIDDERS

Bidder's attention is called to the fact that no bid is acceptable without the return of both the properly completed bid packet and bid bond (per the requirements of Title 34, A.R.S.).

Bids will be returned unopened if not submitted properly sealed. Qualified bidders may obtain or examine Plans and Specifications at the office of the City Engineer, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

The Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction are not attached to these contract documents. These standard specifications, which have been adopted by the City of Flagstaff, are the governing specifications for the Contract, as amended by the MAG Revisions (Exhibit A) and Special Provisions (Exhibit B). These standard specifications may be purchased from the Maricopa Association of Governments, Phoenix, Arizona or accessed online at [www.mag.maricopea.gov/publications.cms](http://www.mag.maricopea.gov/publications.cms).

Bids are to be made upon the Bid Schedule Form(s) contained in and submitted with the Contract specification book. **ALL PAPERS BOUND WITH OR ATTACHED TO THE BID FORMS ARE NECESSARY PARTS AND MUST NOT BE DETACHED.**

Each bid must be submitted in a sealed envelope, addressed to Patrick Brown, C.P.M., Purchasing, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Concrete Ramp Joint Repair Project, Bid No. 2012-51, Project No. 01-12002, ADOT No. E2S1X**. The envelope must indicate on the outside the name of the BIDDER and their address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Patrick Brown, C.P.M., Purchasing, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

The successful BIDDER shall submit or apply for a City of Flagstaff Sales Tax License upon award of the contract. Applications can be obtained from the City Sales Tax office, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures that they feel may improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining their intended plans for airport safety and security, scheduling and phasing.

**CITY OF FLAGSTAFF, ARIZONA  
PROPOSAL**

TO: Honorable Mayor and Council  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

In compliance with the Advertisement for Bids, by the City Engineer, the undersigned Bidder:

Having carefully examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed, and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the BID SCHEDULE.

Understands that construction of this project shall be in accordance with all applicable laws, Standard Specifications and Standard Drawings and as otherwise required by the Project Plans, General Provisions and Special Provisions.

Understands that this proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond (in accordance with Title 34, A.R.S.) for an amount not less than ten percent (10%) of the total amount bid.

Agrees that upon receipt of Notice of Award from the City of Flagstaff, he or she will execute the Contract Documents.

Work shall be completed within thirty (30) calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead-time for obtaining the necessary material and/or equipment. Bidder agrees to pay, as liquidated damages, the sum as stated in the latest revision of the MAG Specifications. Liquidated Damages shall be based upon the final contract amount.

The bidder hereby acknowledges receipt of and agrees his proposal is based on the following addenda. (If there are no addenda, write NONE below).

---

---

---

---

---

**BID PROPOSAL**  
**FLAGSTAFF PULLIAM AIRPORT**  
**FLAGSTAFF, ARIZONA**

**Concrete Ramp Joint Repair**  
**ADOT Project No. E2S1X**  
**Bid #2012-51**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>BASE BID - Concrete Ramp Joint Repair</b>						
1.	P-100	CONTRACTORS QUALITY CONTROL	LS	1	52,370.27	52,370.27
2.	P-102	MOBILIZATION / DE-MOBILIZATION	LS	1	14,745.14	14,745.14
3.	P-511-6.1a	PARTIAL DEPTH PATCHING OF RIGID PAVEMENT	SF	200	64.03	12,806.00
4.	P-511-6.1b	JOINT SPALL REPAIR - EPOXY	LF	115	55.89	6,427.35
5.	P-607S-7.1a	RESEALING OF JOINTS IN RIGID PAVEMENT USING SILICONE SEALANT - TYP 1	LF	26,000	3.84	99,840.00
6.	P-607S-7.1c	SEALING OF CRACKS IN RIGID PAVEMENT USING SILICONE SEALANT	LF	25	3.82	95.50
Total Base Bid - Items 1 through 6						
Total Base Bid Amount - (in Numbers)					\$ 186,284.26	
Total Base Bid Amount - (in Words)					One hundred eighty six thousand two hundred eighty four & 26/100 Dollars	

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>BID ALTERNATE</b>						
7.	P-100	CONTRACTORS QUALITY CONTROL	LS	1	42,806.44	42,806.44
8.	P-102	MOBILIZATION / DE-MOBILIZATION	LS	1	9,352.51	9,352.51
9.	P-511-6.1a	PARTIAL DEPTH PATCHING OF RIGID PAVEMENT	SF	100	66.30	6,630.00
10.	P-511-6.1b	JOINT SPALL REPAIR - EPOXY	LF	150	49.93	7,489.50
11.	P-607S-7.1a	RESEALING OF JOINTS IN RIGID PAVEMENT USING SILICONE SEALANT - TYP 1	LF	24,000	3.84	92,160.00
12.	P-607S-7.1b	RESEALING OF JOINTS IN RIGID PAVEMENT USING SILICONE SEALANT - TYP 2	LF	1,750	6.42	11,235.00
13.	P-607S-7.1c	SEALING OF CRACKS IN RIGID PAVEMENT USING SILICONE SEALANT	LF	15	3.86	57.90
Total Alternate Bid - Items 7 through 13						
Total Alternate Bid Amount - (in Numbers)					\$ 169,731.35	
Total Alternate Bid Amount - (in Words)					One hundred sixty nine thousand seven hundred thirty one & 35/100 Dollars	
Total Base Bid and Alternate Bid Amount - (in Numbers)					\$ 356,015.61	
Total Base Bid and Alternate Bid Amount - (in Words)					Three hundred fifty six thousand fifteen & 61/100 Dollars	

The City of Flagstaff retains the right to reject any or all proposals and to waive minor defects and technicalities or withhold the award, as may be deemed best for the interest of the City.

This proposal shall be valid for a period of sixty (60) days.

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_, a  
corporation organized under the laws of the State of \_\_\_\_\_, a partnership consisting  
of \_\_\_\_\_ or individual trading as  
\_\_\_\_\_ of the City of \_\_\_\_\_

and is the holder of Arizona State Contractor's License(s):

Classification(s) \_\_\_\_\_

No.(s) \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
By (Officer & Title)

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
(Officer and Title)

\_\_\_\_\_  
Witness (if Bidder is an Individual)



**CITY OF FLAGSTAFF, ARIZONA**  
**STATUTORY BID BOND**  
**PROJECT: CONCRETE RAMP JOINT REPAIR**  
**PROJECT NO. 01-12002**  
**ADOT NO. E2S1X**

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
\_\_\_\_\_(hereinafter "**Principal**"), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its Principal offices in the City of \_\_\_\_\_  
\_\_\_\_\_(hereinafter "**Surety**"), as Surety, are held and firmly bound unto the \_\_\_\_\_  
\_\_\_\_\_, (hereinafter "**Obligee**"), in the amount of \_\_\_\_\_  
(Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has submitted bid for \_\_\_\_\_

Now, therefore, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

# CONSTRUCTION CONTRACT

**City of Flagstaff, Arizona**

**And**

**Robert E. Porter Construction Company, Inc.**

This Construction Contract ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Robert E. Porter Construction Company, Inc., an Arizona corporation ("Contractor") with offices at 1720 West Lincoln Street, Phoenix, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

## RECITALS

- A. Owner desires to obtain construction services; and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

**1. Scope of Work.** The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of the Concrete Ramp Joint Repair Project (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for airport safety and security, scheduling and phasing..

**2. Contract; Ownership of Work.** Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City revisions to the MAG Specifications for

Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A  
("Flagstaff Addendum to MAG")

2.1.2 Special Provisions Exhibit B

**3. Payments.** In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$186,284.26** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

- 3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;
- 3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;
- 3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;
- 3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;
- 3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

**4. Time of Completion.** Contractor agrees to complete all work as described in this Contract within **30 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

**5. Performance of Work.** All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

**6. Acceptance of Work; Non Waiver.** No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

**7. Delay of Work.** Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

**8. Failure to Complete Project in Timely Manner.** If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. **Labor Demonstration.** It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. **Material Storage.** During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. **Assignment.** Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. **Notices.** All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

**If to Owner:**

Patrick Brown, C.P.M.  
Senior Procurement Specialist  
211 West Aspen Avenue

**If to Contractor:**

Earl E. Lucas, President  
Robert E. Porter Construction Company  
1720 W. Lincoln Street

**13. Contract Violations.** In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

**14. Contractor's Liability and Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

**15. Non Appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

**16. Amendment of Contract.** This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. **Subcontracts.** Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. **Cancellation for Conflict of Interest.** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. **Compliance with All Laws.** Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. **Employment of Aliens.** Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. **Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. **Business Operations in Sudan/Iran.** In accordance with A.R.S. § 35-397, the Contractor certifies that the Contractor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

23. **Contractor's Warranty.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. **Jurisdiction and Venue.** This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. **Attorney's Fees.** If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as

the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

**26. Time is of the Essence.** Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

**27. Headings.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

**28. Severability.** If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

**IN WITNESS WHEREOF,** the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

**Owner, City of Flagstaff**

**Contractor**

\_\_\_\_\_  
Kevin Burke, City Manager

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



**CITY OF FLAGSTAFF, ARIZONA  
PAYMENT BOND**

PROJECT NAME: Concrete Ramp Joint Repair

PROJECT NUMBER: 01-12002

BID NUMBER: 2012-51

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34  
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(Hereinafter called the Principal), as Principal, and, \_\_\_\_\_  
\_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_, with its  
principal office in the City of \_\_\_\_\_ ("Surety"), as Surety, are held and  
firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$) for the payment  
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee,  
dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to the City of Flagstaff which  
Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at  
length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays  
all monies due to all persons supplying labor or materials to the principal or the principal's  
subcontractors in the prosecution of the work provided for in the contract, this obligation is void.  
Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34,  
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in  
accordance with the provisions, conditions and limitations of said Title and Chapter, to the same  
extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

**CITY OF FLAGSTAFF, ARIZONA  
PERFORMANCE BOND**

PROJECT NAME: Concrete Ramp Joint Repair

PROJECT NUMBER: 01-12002

BID NUMBER: 2012-51

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34  
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and, \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, with its principal office in the City of \_\_\_\_\_  
("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in  
the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee,  
dated this \_\_\_\_ day of \_\_\_\_\_ 200\_\_ in the City of Flagstaff which  
Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at  
length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully  
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of  
contract during the original term of the contract and any extension of the contract, with or without  
notice to the surety, and during the life of any guaranty required under the contract, and also  
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all  
duly authorized modifications of the contract that may hereafter be made, notice of which  
modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains  
in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34,  
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

# **EXHIBIT A**

## **REVISIONS OF 2011 MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**

**MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS**  
**CONSTRUCTION – 2011 EDITION - ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:**

**PART 100 - GENERAL CONDITIONS**

**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

**102.1 ELIGIBILITY AND PREFERENCE:**

(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**

(third paragraph, revise last sentence to read as follows)

In the case of conflict, the following order of precedence shall govern:

1. Construction Plans
2. Special Provisions
3. General Provisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.

The City of Flagstaff reserves the right to refuse to issue to or accept a proposal form from a prospective Bidder should such Bidder be in default for any of the following reasons:

- (A) Failure to comply with any pre-qualification regulations of the City of Flagstaff, if such regulations are cited, or otherwise included, in the Proposal as requirement for bidding.
- (B) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder.
- (C) Contractor has defaulted under previous contract(s) with the City of Flagstaff.
- (D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff.

**102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:**  
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information which pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any and all restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

**102.7 IRREGULAR PROPOSALS:**  
(revise to include the following)

Proposals shall be considered irregular for the following additional reasons:

- (F) If the Proposal contains unit prices that are obviously unbalanced.
- (G) If the Proposal is not accompanied by the proposal guaranty specified by the City of Flagstaff.

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**102.12 DISQUALIFICATION OF BIDDERS:**  
(revise to include the following)

A Bidder shall also be considered disqualified for the following reason:

If the Bidder is considered to be in "default" for any reason specified in Subsection 102.2 as amended by these General Provisions.

**102.13            SUCCESSFUL BIDDERS:**  
(revise paragraph to read as follows)

The City of Flagstaff shall provide only six (6) sets of plans and Contract Documents at no cost. A fee of \$ 20.00 shall be charged for any additional copies.

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

**103.6            CONTRACTOR'S INSURANCE:**

**103.6.1          GENERAL:**  
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty which would affect coverage afforded under insurance policies to protect the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Worker's Compensation, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.



## **Required Coverage**

### **A. Commercial General Liability**

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X,C,U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

### **B. Owners and Contractor's Protective Liability**

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

### **C. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### **D. Worker's Compensation**

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

## **E. Builder's Risk (Property) Insurance (As Required)**

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builder's Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be modified by an amendment to the Contract Documents.

### **Certificates of Insurance**

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

### **Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or materially changed without thirty-(30) days written notice to the City.

## **SECTION 104 - SCOPE OF WORK**

### **104.2 ALTERATION OF THE WORK:**

#### **104.2.3 DUE TO EXTRA WORK:** (revise to include the following)

A Contract Allowance Item is provided for the purpose of encumbering funds to cover the costs to complete items of work not included in the Contract Documents. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project. The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the Contract. Extra work, if any, which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for by extension of unit bid prices, negotiated price, or on a time and materials basis in accordance with Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will actually be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Engineer.

## **SECTION 105 - CONTROL OF WORK**

### **105.8 CONSTRUCTION STAKES, LINES AND GRADES:** (revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including pre-construction staking for relocation of existing utilities. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. Reference to "the Engineer" in the following paragraphs of this section shall refer to an engineer or surveyor employed by the Contractor.

### **105.10 INSPECTION OF THE WORK** (revise to include the following)

Initial materials testing and inspection services will be provided by the City at no cost to the Contractor. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. Additional materials testing and/or inspection services, required due to failure of the initial inspection(s) or test(s) or attributable to the Contractor's failure to protect accepted materials or work, shall be paid for by the Contractor.

**105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:**  
(revise to include the following)

Any work condemned by the Engineer as inferior or not in compliance with the Contract, Specifications, and Plans shall be immediately taken out by the Contractor and any materials so condemned shall be removed, both at the expense of the Contractor, and the Contractor shall promptly replace and re-execute his or her own work in accordance with the Contract, Specifications, and Plans without any expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal and replacement.

**105.12 MAINTENANCE DURING CONSTRUCTION:**  
(revise to include the following)

Adequate drainage for the construction area shall be provided at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. No contract time extension shall be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, or temporary drains or channels. Material for backfill or for protection of excavations in public roads or easements shall be placed and shaped so as to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

**SECTION 106 - CONTROL OF MATERIALS**

**106.2 SAMPLES AND TESTS OF MATERIALS:**  
(third paragraph, revise second sentence to read as follows)

Unless otherwise specified, samples and tests will be made in accordance with either: the Materials Testing Manual of the Contracting Agency; the standard methods of AASHTO, ASTM, or ADOT, which were in effect and published at the time of advertising for bids.

**SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

**107.1 LAWS TO BE OBSERVED:**  
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this<sup>o</sup> project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below. The City of Flagstaff wishes to rely upon the expertise of the contractor in the purchase of items which qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment to be furnished by each. The City will then issue

the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009(A)(2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax.

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material or equipment identified in the Special Provisions.

**107.2 PERMITS:**  
(revise to include the following)

The City of Flagstaff shall issue a no-fee permit for work in City right-of-way for this Contract. The City shall obtain a permit for work in State of Arizona right-of-way from the Arizona Department of Transportation. The Contractor may not commence work until these permits are issued.

**107.2.1 TEMPORARY USE PERMITS:**  
(revise to include new subsection as follows)

A temporary use permit and above ground fuel storage permit, if applicable is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. Temporary Use Permit Applications are considered by the Planning Director upon recommendation by the Development Review Board. The Contractor is responsible for obtaining the necessary Temporary Use Permit should the Contractor's anticipated construction activities require a construction yard, storage area, staging area or any other property use as restricted by City Code.

The time required to process the Temporary Use Permit is approximately twenty-one (21) calendar days and approval or denial of the permit application is at the discretion of the Planning Director in accordance with City Ordinance. Should the anticipated construction activities require a Temporary Use Permit, the successful Contractor shall submit the necessary permit application to the Development Review Board for their consideration no later than ten (10) calendar days following the notice of award. Any delays experienced by the successful Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project notice to proceed.

**107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:**  
(revise to include the following)

The Contractor may use the Cinder Lakes Landfill site at the prevailing rate for disposal of waste materials. The Contractor may also use the Sinclair Pit at the prevailing rate for disposal of surplus inert materials. The Sinclair Pit is located approximately four miles south of Old Route 66 on Woody Mountain Road and will accept inert materials including soil, rock and plain concrete (no reinforcement).

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the appurtenant or related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject

to review and approval by the Development Review Board and the Planning and Zoning Commission. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

**107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:**  
(revise to include new subsection as follows)

The Contractor shall obtain an Above Ground Fuel Storage Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

**107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:**

**107.5.3 HAZARDOUS MATERIALS:**  
(revise to include new subsection as follows)

If the Contractor encounters potentially hazardous material at the site such as asbestos, polychlorinated biphenyl (PCB) or hydrocarbon concentrates, the Contractor shall immediately stop all affected Work, report the condition to the Engineer in writing and take appropriate health and safety precautions. Upon receipt of any such notice, the Engineer will investigate the conditions. If in fact hazardous materials are present in concentrations in excess of those allowed by applicable Federal, State or local regulations, the Engineer shall suspend all affected Work and proceed to have the hazardous material removed or rendered harmless. This may be done by negotiating a Change Order with the Contractor, by means of a separate contract or as the Engineer may otherwise deem expedient.

Once the material has been removed or rendered harmless, the affected Work shall be resumed as directed by the Engineer. If any such incident causes or will cause delay, the Engineer shall make or negotiate with the Contractor, an adjustment in Contract Price or Contract Time for any changes in the Contractor's cost or the time required to perform the Work.

**107.7 BARRICADES AND WARNING SIGNS:**  
(revise to include the following)

The Traffic Barricade Manual referred to under this section and thereafter in the Standard Specifications shall be Part VI of the FHWA Manual of Uniform Traffic Control Devices (MUTCD).

**107.8 USE OF EXPLOSIVES:**  
(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

(G) The Contractor shall submit a copy of the approved blasting plan to the Engineer. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of

holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the contractor shall take additional precautionary measures and shall notify the owner of the facility, a minimum of two weeks in advance, that such blasting operations are intended. The Owner may, at their discretion, perform pre-blast and post-blast pressure tests or other inspection of the facility. If any damage occurs as a result of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

**107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:**  
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule.

The Contractor shall perform his or her own utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Engineer at least two weeks prior to performing trenching or pipeline construction. This will allow the Engineer time to adjust grades if required.

**SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS**

**108.1 NOTICE TO PROCEED:**  
(revise to include the following)

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Engineer. The Project Engineer shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the corrected construction schedule and traffic control plan within seven (7) calendar days of receiving the Engineer's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Engineer's list of required revisions.

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan, and are each a condition precedent to the Contractor's right and the City's obligation to proceed with the agreement.

If the Engineer approves the second submission of the construction schedule and traffic control plan, a notice will be issued specifying the date on which the Contractor may proceed with the work. If the Engineer does not feel that the construction schedule and traffic control plan are each adequate to manage the contract, the Contractor shall be notified in writing that the Contractor shall elect within three (3) full business days following receipt of the notice to:

1. Submit a revised final construction schedule and traffic control plan together with a cashier's check or bank draft in the amount of two and one half (2 1/2) percent of the contract price as liquidated damages for the delay time lost to that date; or

2. Do nothing, in which case this contract shall be deemed to have been terminated at the Contractor's election. The Contractor shall then have no right or duty to continue performance and the City shall be released from all liability to the Contractor under this agreement.

In the event the Contractor elects the first alternative, the Engineer shall either approve the final construction schedule and traffic control plan if acceptable, in which case the City shall be entitled to the liquidated damages, or shall reject the construction schedule and traffic control plan and return the check or draft. In the latter event, the contract shall be deemed terminated, the liquidated damages provision shall not apply, and the City shall be entitled to recover its actual damages incurred for the Contractor's breach of agreement.

**108.3 CORRESPONDENCE TO THE CONTRACTOR:**  
(revise to include the following)

In addition to written communication to the Engineer, the Contractor shall provide and maintain a contact person or persons that are located within ten miles of the job site at all times throughout the duration of the Contract. This person or persons shall have local telephone accessibility at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Engineer prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Engineer.

**108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:**  
(revise to include the following)

The Contractor shall prepare and furnish a detailed construction schedule for City review and approval within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions. This schedule shall include, as a minimum, the following:

1. The Contractor shall provide, and indicate on the schedule, the number of crews and all subcontractors that will be used during the course of the work to expedite the progress and ensure prompt completion of the work;
2. Definition of a crew;
  - personnel
  - equipment
  - workdays anticipated or scheduled per week
  - work hours anticipated or scheduled per day
3. The type of work and location of work to be performed on a daily basis including all bid items and any appurtenant work as called for in these Contract Documents;
4. Delivery of equipment and materials;

Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

If the Project Engineer determines that the work is not progressing in accordance with the approved schedule, the Contractor shall be required to submit for approval such supplementary schedules as may be required per M.A.G. Spec. Sec. 108.5.



**108.5            LIMITATION OF OPERATIONS:**  
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City Engineer prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Engineer (72 hour advance notice), and compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for personnel shall be as follows:

Construction Supervisor @ \$ 40.00/hour  
Inspector II @ \$ 30.00/hour  
Inspector I @ \$27.00/hour  
Lab Tech I @ \$ 20.00/hour  
Vehicle @ \$1.60/hour

**108.7            DETERMINATION AND EXTENSION OF CONTRACT TIME:**  
(revise to include the following)

The contract time, including final clean up of the project site and storage areas, may be extended as a result of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is actually impacted by adverse weather shall be recorded monthly during the construction period. The Contractor shall submit claims for the delay of critical work within two working days of experiencing adverse weather and associated project delays.

Contract time extensions due to adverse weather will be considered warranted when actual work critical to the timely completion of the project is delayed for fifty (50) percent or more of the Contractor's scheduled work day and daily precipitation (24 hour period), as recorded by the National Weather Service at Pulliam Airport, is equal to or greater than twenty five (25) percent of the historical monthly average. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary.

**108.8            GUARANTEE AND WARRANTEE PROVISIONS:**  
(revise to include the following)

If requested by the Contracting Agency, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed therefor.

**108.12           AUTHORIZED SIGNATURES:**  
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the

contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

## **SECTION 109 - MEASUREMENTS AND PAYMENTS**

### **109.1 MEASUREMENT OF QUANTITIES:** (revise to include the following)

It is the responsibility of the Contractor to conform to the Plans, Typical Sections and Specifications. This shall include, but not be limited to, dimensions, materials, application rates and densities as specified in the Contract Documents. The Contractor shall take all actions necessary to ensure that the work is in conformity. The Contractor shall cooperate fully with the Engineer or Engineer's representative to correct any known non-conformity to plan.

## **PART 200 - EARTHWORK**

### **SECTION 201 - CLEARING AND GRUBBING**

#### **201.3 CONSTRUCTION METHODS:** (revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall trim branches to within 1/2 inch to 1 inch from the tree's trunk. In the event that trees suffer root damage, the Contractor shall trim the tree's lower branches per above, leaving approximately 40% of the tree's original live crown.

No separate payment will be made for trimming trees. The cost thereof shall be considered incidental to the work.

### **SECTION 205 - ROADWAY EXCAVATION**

#### **205.2 UNSUITABLE MATERIAL:** (third paragraph, revise to read as follows)

Should unsuitable material be encountered at sub-grade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with Section 210 and Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Engineer. In no case shall any unsuitable material be removed without prior written consent of the Project Engineer.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering, and proper disposal, together with all costs appurtenant thereto.

## **SECTION 211 - FILL CONSTRUCTION**

### **211.2 PLACING:**

(fourth paragraph, revise last sentence to read as follows)

However, such material shall not be placed within 3 feet of the finished sub-grade of the fill.

### **211.3 COMPACTING:**

(fifth paragraph, revise last sentence to read as follows)

Each layer shall be compacted to a uniform density of not less than 95 percent, or as directed by the engineer.

(sixth paragraph, revise first sentence to read)

When fill material contains by volume over 25 percent of rock larger than 6 inches in greatest dimension, the fill up to 4 feet below finished sub-grade may be constructed in layers of a loose thickness not exceeding the maximum size of rock in the material. In no case shall such layers exceed 3 feet in thickness.

## **SECTION 225 - WATERING**

### **225.2 WATER SUPPLY:**

(revise to include the following)

The Contractor is advised that the use of fire hydrants as a source of construction water is not guaranteed and is subject to the restrictions, terms and conditions of the City of Flagstaff Utilities Department. Prior to submitting a bid, the Contractor shall determine such restrictions, terms and conditions and shall incorporate the costs thereof into his or her proposal.

If fire hydrants are not available as a source of construction water, reclaimed water will be made available at the Wildcat Hill Wastewater Treatment Plant on East Highway 66 (Class B water) and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant (Class A+ water.) Additional Class A+ reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Utilities Department. Current charges for the reclaimed water shall apply.

Prior to loading, hauling, and applying reclaim water, the Contractor shall be required to obtain the necessary permit (no fee) at the Wildcat Hill Wastewater Treatment Plant (Class B) or from the Rio De Flag plant (Class A+) and will be responsible for complying with all permit requirements.

## **PART 300 -- STREETS AND RELATED WORK**

### **SECTION 301 - SUB-GRADE PREPARATION**

#### **301.1 DESCRIPTION:**

(revise to include the following)



## **SECTION 315 - BITUMINOUS PRIME COAT**

### **315.2 MATERIALS:**

(revise paragraph to read as follows)

Bituminous material shall conform to the requirements of Section 712 or 713 for the type and grade specified.

## **SECTION 321 - ASPHALT CONCRETE PAVEMENT**

### **321.3 WEATHER AND MOISTURE CONDITIONS:**

(revise to include the following)

Asphalt concrete shall be placed only when the underlying surface is dry, and when the atmospheric temperature in the shade is 40°F, or above, and rising.

In addition to the requirements of Table 321.2, the Engineer may authorize placement of asphalt concrete upon surfaces whose temperature is 45 degrees Fahrenheit or above, providing the following conditions are met:

- a. The underlying surface is dry.
- b. The weather is dry and without threat of precipitation.
- c. The temperature of the asphalt concrete mixture is such that the sum of the air temperature plus the temperature of the mixture when placed is at least 310 degrees Fahrenheit.

Asphalt concrete shall not be placed on grade that appears to be frozen, unless specifically authorized by the Engineer.

### **321.8.3 LEVELING COURSE:**

(revise to include the following)

An acceptable surface shall not vary more than ½ inch from the lower edge of a 10-foot straightedge when the straightedge is placed parallel to the centerline of the roadway.

### **321.10 ACCEPTANCE:**

#### **321.10.3 SURFACE TESTING:**

(revise to include the following)

The transverse surface joints shall be tested with a 10-foot straightedge and shall conform to the requirements herein for acceptable surface tolerance.

The completed surface shall be thoroughly compacted, smooth and true to grade and cross-section and free from ruts, humps, depressions or irregularities. An acceptable surface tolerance shall not vary more than ¼ inch from the lower edge of a 10-foot straightedge when the straightedge is placed parallel to the centerline of the roadway. The following transverse surface tolerance shall apply at right angles to the centerline where the plans call for a straight transverse grade. The transverse surface shall not vary more than three-eighths of an inch from the lower edge of a 10 foot straightedge when the straightedge is placed at right angles or radially to the centerline where the

approved plans call for a uniform transverse finish grade. This surface specification shall not apply where the plans call for a break in transverse grade such as at a roadway crown or swale. The straight edge shall be furnished by the contractor and shall be acceptable to the Engineer

#### **321.10.4 ASPHALT PAVEMENT THICKNESS**

(revise to include the following)

When the deficiency of the pavement thickness exceeds 1/2 inch, the pavement shall be overlaid on the area affected. In no case shall this overlay be less than one City block or 660 feet, whichever is less in length. This overlay shall be placed over the full width of pavement, with a new mat of material specified by the Engineer, equal in thickness to the deficiency but not less than 1 inch in any instance.

#### **321.13 PAYMENT:**

(revise second paragraph to read as follows)

No separate payment will be made for SS-1H emulsified asphalt bituminous tack coat.

(third paragraph, revise first sentence to read as follows)

No payment will be made for any overrun in quantity of asphalt concrete in excess of 10 percent based on actual field measurement of area covered, design thickness, a unit weight determined by the mix design unit weight, and the in-place relative density.

### **SECTION 330 - ASPHALT CHIP SEAL**

#### **330.1 DESCRIPTION:**

(revise to include the following)

The Engineer will observe the conditions on the job site and set the application rates for the bituminous material and cover material. The Contractor shall limit the quantities of materials applied to reasonably conform to the rates set by the Engineer. The Engineer will periodically examine the quantities for reasonable conformity to the rates specified. The Contractor shall take whatever measures are necessary to bring them into conformity without detrimental effects on the quality of work. If, in the opinion of the Engineer, the application rates continue to be excessive and wasteful, the Engineer may refuse to accept for payment the quantities above the specified application rate.

#### **330.2 MATERIALS:**

##### **330.2.1 ASPHALT:**

(revise to include the following)

Emulsified asphalt Type CRS-2P shall be used for the chip seal coat.

The Contractor shall submit for approval a certified lab report showing conformity of the bituminous material to the Specifications for CRS-2P shown in Section 713. This report shall be for the actual material to be used on the job.

Additional tests may be taken by the City materials testing laboratory during the progress of the job, to ensure that the same material is being used and that it complies with the Specifications.

**330.3 TIME OF APPLICATION AND WEATHER CONDITIONS:**  
(second paragraph, revise second sentence to read as follows)

The ambient air temperature shall be at least 70°F and rising.

(third paragraph, revise to read as follows)

Asphalt chip seal shall not be performed between October 1 and May 1, unless specifically permitted by the City Engineer.

**330.4.2 APPLICATION OF BITUMINOUS MATERIAL:**  
(revise to include the following)

Asphalt or bituminous material shall be applied only when the temperature of the surface on which the material is to be applied is at least 85 degrees Fahrenheit and the ambient temperature is at least 70 degrees Fahrenheit and rising. The temperature of the emulsified asphalt shall be a minimum 155 degrees Fahrenheit and the quantity shall be between 0.25 and 0.40 gallons per square yard, exact rate to be determined by the Engineer. Rate is tentatively established at 0.30 gallons per square yard for estimating purposes.

**330.4.3 APPLICATION OF COVER MATERIAL:**  
(revise to include the following)

The aggregate shall be uniformly and immediately spread over the asphalt and in no case more than one and one-half minutes after application of the asphalt.

**330.4.8 PROTECTION TO ADJACENT PROPERTY:**  
(revise to include new subsection as follows)

The Contractor shall protect all manhole covers, water valve boxes, and survey monuments, etc., so that no bituminous material or cover material remains on them and the covers can be easily accessed after sweeping. All adjacent sidewalks and driveways shall be swept and maintained clear of loose cover material.

**330.5 TRAFFIC:**  
(revise to include the following)

The minimum traffic free period shall not be less than two (2) hours, but shall be sufficient to allow proper set of seal as determined by the Engineer.

## **SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT**

### **336.1 DESCRIPTION:**

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Engineer.

### **336.2 MATERIALS AND CONSTRUCTION METHODS:**

#### **336.2.1 PAVEMENT WIDENING OR EXTENSIONS:**

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches.

#### **336.2.3 TEMPORARY PAVEMENT REPLACEMENT:**

(revise first paragraph to read as follows:

Temporary pavement replacement as required in Section 601 shall be hot mix asphalt and shall be a minimum of three inches thick for roadway and a minimum of 1 1/2 inches thick for all other paved surfaces. The amount of liquid asphalt required shall be 4.5 to 5.0 percent using aggregate gradations in accordance with MAG Section 710. Grading tolerances shall be in accordance with MAG Section 321, as applicable.

#### **336.2.4 PERMANENT PAVEMENT REPLACEMENT:**

(seventh paragraph, revise first sentence to read as follows)

The surface course shall consist of an asphalt concrete material in accordance with Section 710 as specified by the Engineer to match the existing surface.

(last paragraph, revise to read as follows)

Where deep lift asphalt concrete (asphalt concrete base and asphalt concrete wearing course) exists, the base course replacement shall be made in lifts not exceeding 4 inches in compacted thickness to within 1 1/2 inch of the finish grade.

## **SECTION 340 - CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE**

### **340.2 MATERIALS:**

(first paragraph, revise to read as follows)

Concrete shall be class A, containing 5% to 7% air entrainment and conforming to applicable requirements of Section 725.

### **340.3 CONSTRUCTION METHODS:**

(revise to include the following)

The longitudinal extent of any curb and gutter removal and replacement necessary because of nonconformity with the plans or specification, or because of damage prior to acceptance, shall not be less than the appropriate contraction joint spacing.



## **SECTION 342 - DECORATIVE PAVEMENT, CONCRETE PAVING STONE OR BRICK**

### **342.2 MATERIALS;**

#### **342.2.1 SAND AGGREGATE BASE COURSE:** (revise paragraph to read as follows)

The sand laying course shall be a clean washed concrete sand conforming to ASTM C-33. The mortar sand shall be a clean washed sand conforming to ASTM C-144. The ABC shall be aggregate base as per MAG Section 702.

#### **342.2.4 CONCRETE PAVERS:** (revise paragraph to read as follows)

Brick shall not be used for decorative pavement.

The header shall be Class A concrete with 5 to 7% air entrainment as per Section 725.

### **342.3 CONSTRUCTION PROCEDURES:**

#### **342.3.3 CONCRETE HEADER AND BASE SLAB:** (revise paragraph to read as follows)

#### **342.3.6 SAND LAYING COURSE:** (revise paragraph to read as follows)

The thickness of the sand laying course shall be 1 inch. Screeding boards shall be used to ensure a uniform thickness. The sand shall not be compacted or walked on. The sand should be wet enough to cling together when compressed lightly in the hand and not fall apart when the hand is re-opened.

#### **342.3.7 CONCRETE PAVING STONES:** (first paragraph, revise to read as follows)

The concrete paving stones shall be installed on the undisturbed sand laying course with gaps of 1/16 to 1/8 of an inch between each stone and adjacent stones or retention curb. After the stones are in place, a plate vibrator compactor shall be used to compact the stones. This will require two passes at 90 degrees to each other. After this operation, approximately 1/4 inch of mortar sand will be placed on the stones and a minimum of two passes with the compactor are required. Any excess sand shall be swept into the joints and removed. The completed installation shall be washed down and cleaned. Any cutting of the pavement stone shall be accomplished with a saw.

(second paragraph, revise to read as follows)

The contractor shall lay the paving stones starting from the longest straight line and from a true 90 degree corner. If the corner of the edge retention is not a true 90 degree corner, the paving stones must be laid slightly away (about half the length of a brick) from the edge at a 90 degree angle.

## **SECTION 345 - ADJUSTING FRAMES, COVERS, VALVE BOXES AND WATER METER BOXES**

### **345.2 ADJUSTING FRAMES:**

(second paragraph, revise third sentence to read as follows)

Class A concrete with 5 to 7% air entrainment, shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

(after second paragraph, revise to include the following)

When brick is used under manhole frames for adjustment to grade, brick shall be laid radially and continuously around the manhole opening.

For new manholes, the maximum dimension from top of lid to the top of the cone or bottom of flat top shall be 26 inches.

For existing manholes to be raised in previously paved areas, the maximum dimension from the final finished grade to the bottom of the manhole neck shall be 32 inches. It is the contractor's responsibility to examine each existing manhole and determine the exact nature of the work required to adjust each manhole.

### **345.3 ADJUSTING VALVE BOXES:**

(second paragraph, revise second sentence to read as follows)

Any excavated area shall be filled with Class A concrete, with 5 to 7% air entrainment, as per the Standard detail, or as directed by the Engineer.

(third paragraph, revise second sentence to read as follows)

This collar shall be of Class A concrete with 5 to 7% air entrainment.

## **PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL**

### **SECTION 401 - TRAFFIC CONTROL**

#### **401.5 GENERAL TRAFFIC REGULATIONS:**

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Engineer a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work including nights, weekends and shut down periods, as well as approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained, and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. Business access shall be maintained at all times by at least one driveway.

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete last sentence)

**401.7 PAYMENT:**

(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flag-men, uniformed off-duty law enforcement officers, pilot cars and drivers shall be considered to be included in the lump sum contract price shown and, therefore, no additional payment shall be allowed.

**SECTION 405 - MONUMENTS**

**405.2 MATERIALS:**

(second paragraph, revise to read as follows)

All concrete shall be Class A with 5 to 7% entrained air.

**SECTION 425 TOP-SOILS**

**425.2 MATERIALS:**

(revise to read as follows)

Existing overburden topsoil shall be salvaged and reused wherever possible. All topsoil, whether existing overburden or imported, shall be reasonably free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material, and meet the requirements of Section 795.

The Project Engineer's approval of the proposed topsoil shall be obtained before delivery to the project.

**425.4 MEASUREMENT:**

(revise paragraph to read as follows)

Unless indicated otherwise by the bid schedule, topsoil shall be measured lump sum, complete in place.

**425.5 PAYMENT:**

(revise to read as follows)

The quantities measured as provided above, will be paid for in accordance with the contracted price for furnishing and placing topsoil, which price shall be full compensation for the item complete, as described and specified.

**SECTION 431 - NATIVE SEEDING:**

(revise to include new section as follows)

**431.1 DESCRIPTION:**

The work under this section shall consist of furnishing, hauling, placing and applying seed and mulch to all areas shown on the plans or as directed by the Project Engineer.

**431.2 MATERIALS:**

The seed shall consist of Blue Flax, Canada Bluegrass, Prairie Coneflower, Rocky Mountain Penstemon, Streambank Wheatgrass, 'Covar' Sheep Fescue, Little Bluestem, Gaillardia Aristata and California Poppy. Weed content of seed shall not exceed 0.5 percent. Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by the purity.

Straw mulch shall be from oats, wheat, rye, or other grain crops of the current season and shall be free of noxious weeds or mold.

**431.3 PLANTING AND MULCHING:**

The area to be seeded shall be prepared by disking or other approved methods of loosening the soil. Seed shall be planted approximately 1/4 inch deep, with a maximum depth of 1/2 inch. The distance between furrows shall not exceed eight (8) inches. Seeding shall be applied at the following rate:

<u>Type of Seed</u>	<u>Pounds per Acre</u>
Blue Flax	3
Canada Bluegrass	0.5
Prairie Coneflower	1
Rocky Mountain Penstemon	2.5
Streambank Wheatgrass	3
'Covar' Sheep Fescue	3
Little Bluestem	2
Gaillardia Aristata	4
California Poppy	1

Straw mulch shall be applied to the seeded area within twenty four (24) hours and shall be uniformly applied at a rate of 2-1/2 tons per acre.

Mulch shall be anchored into the soil no more than two (2) inches and shall not be covered with an excessive amount of soil. No more than two (2) passes of the anchoring equipment will be allowed.

The application of seeding with hydraulic methods, using a minimum of 1500 pounds of wood cellulose fiber per acre, will be considered an acceptable alternate for planting and mulching seed as described above. Preparation of the seed bed as described above shall be required.

#### **431.4 MEASUREMENT:**

Unless indicated otherwise by the bid schedule, seeding and mulch shall be measured on a lump sum basis, complete in place.

#### **431.5 PAYMENT:**

The quantities measured as provided above, will be paid for in accordance with the contracted price for furnishing and placing seeding and mulch, which price shall be full compensation for the item complete, as described and specified.

### **PART 500 - STRUCTURES**

#### **SECTION 505 - CONCRETE STRUCTURES**

##### **505.3 FORMS:**

(tenth paragraph, revise to read as follows)

The Contractor may, with the permission of the Engineer, pour such portions of the concrete for the structure directly against the side of the excavation or sheathing without the use of outside forms, provided that the following conditions are met.

##### **505.6 PLACING CONCRETE:**

(first paragraph, add the following after the first sentence)

No concrete shall be placed without the approval of the City Inspector.

##### **505.6.2 ADVERSE WEATHER CONCRETING:**

(Subsection (B), revise to include the following)

Concrete operations shall not be continued when a descending air temperature in the shade and away from artificial heat falls below 40 degrees F. nor shall concrete operations be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F.

Mixing and placing concrete shall continue no later in any day than that time which will allow sufficient time to place and protect the concrete already placed before the air temperature drops to 35 degrees F.

Concrete operations may be allowed although the air temperature in the shade and away from artificial heat is below the limit permitted above. Where concrete operations are thus allowed, the contractor shall use equipment to heat the aggregates or water or both, prior to mixing. Aggregates shall be uniformly heated to at least 60 degrees F. and shall have no chunks of ice. Equipment used to heat the aggregates shall be such that uniform temperatures are obtained throughout the aggregate within each batch and from one batch to another. Water shall not be heated in excess of 150 degrees F.

The contractor shall provide adequate insulation or heat or both, to protect the concrete after placement. This protection shall be to the extent required to maintain a temperature under the insulation of the concrete of from 60 to 90 degrees F. for a period of 72 hours after placement and from 40 to 90 degrees F. for an additional 96 hours.

Regardless of the air temperature at the time of mixing and placing concrete, the protection specified above shall be provided at all times when the air temperature is below 35 degrees F.

## **PART 600 - WATER AND SEWER**

### **SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION**

#### **601.2 EXCAVATION:**

##### **601.2.1 GENERAL:**

(revise to include the following)

The contractor shall complete the required excavations in accordance with the details on the Plans and these Specifications. He shall complete the work in whatever type of material he encounters. Rock excavation that is encountered, which shall include shallow rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or other approved means, will be measured and paid for separately at the unit price bid per cubic yard for Trench Rock Excavation. However, no special payment shall be made for trench excavation other than rock excavation, the cost of which shall be included in the unit price bid for the item to be constructed or installed.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the bid item TRENCH ROCK EXCAVATION (CONTINGENT BID ITEM). For the purpose of this contract, rock shall be defined as that material that cannot be excavated by means of a Cat 235 Track hoe or approved equal. Measurement of rock excavation shall be per cubic yard in-place. This volume of rock will be measured using the maximum trench width allowed in accordance with Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by the Engineer or Inspector by visual inspection of the trench after rock excavation and before back-filling.

It shall be understood that the contingency quantity for Trench Rock Excavation is an estimate only and no guaranty is given that the full amount or any portion thereof will actually be utilized.

##### **601.2.9 SHORING AND SHEETING:**

(revise to include the following)

It shall be the Contractor's responsibility to provide such trench bracing, sheeting, or shoring as may be necessary to protect existing improvements outside the trench and to ensure ground alongside the excavation will not slide or settle. Existing improvements outside the trench, either public or private, that are damaged due to lack of trench bracing, sheeting, or shoring shall be removed and replaced in kind at the Contractor's expense.

##### **601.2.11 DEWATERING:**

(revise to include new subsection as follows)

All water encountered during the excavation shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The cost of furnishing pumps, pipes and equipment for dewatering will be considered incidental to the work and no additional payment will be made.

**601.4.3 BACKFILL:**  
(second paragraph, revise to read as follows)

Water consolidation (flooding, jetting, etc.) will not be permitted.  
(fourth paragraph, revise to read as follows)

When mechanical compaction is used, backfill shall be placed in lifts not exceeding one foot in compacted height regardless of pipe size, material or backfill type.

**601.4.4 COMPACTION DENSITIES:**  
(Table 601-2, revise to read as follows)

<b>TABLE 601-2</b>				
<b>MINIMUM DENSITY REQUIRED</b>				
<b>Backfill Type</b>	<b>Location</b>	<b>From Sub-grade to 2' Below Sub-grade</b>	<b>From 2' Below Sub-grade to 1' Above Top of Pipe</b>	<b>From 1' Above Top of Pipe to Bottom of Trench</b>
<b>I</b>	Under any existing or proposed pavement, curb, gutter, sidewalk, or such construction included in the contract, or when any part of the trench excavation is within 2' of the above.	100% For Granular, 95% For Non-Granular	95%	95%
<b>II</b>	On any utility easement, street, road or alley right-of-way outside limits of (I).	90%	90%	95%
<b>III</b>	Around any structures or exposed utilities.	95% In all cases		

**601.7 PAYMENT:**  
(revise to include the following)

Payment for trench rock excavation will be made on a unit price basis, per cubic yard, as measured above for all water lines 4" in diameter and larger and all sanitary and storm drain sewers 8" in diameter and larger. No separate payment will be made for over-excavation. Traffic control for all blasting operations shall be in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices

Except for trench rock excavation as described above, no pay item will be included in the proposal, nor direct payment made for trench excavation, bedding, back-filling, compaction, shoring, placement of temporary pavement or other incidental features of the work. Costs of these features of the work shall be included in the unit price bid per linear foot for furnishing and laying pipe.

## **PART 700 - MATERIALS**

### **SECTION 702 - BASE MATERIALS:**

#### **702.1 GENERAL:** (revise to include the following)

The aggregate base course will be clean and free of organic matter and be of such a nature that it can and will be compacted to a dense, firm layer capable of supporting loaded trucks and self-propelled pavers without rutting. Volcanic cinders shall not be used for base materials.

#### **702.2 CRUSHED AGGREGATE:**

##### **702.2.2 GRADING:** (Table 702, revise to read as follows)

For aggregate base, the percentage by weight passing the No. 200 sieve, shall be limited to no more than 10 percent.

### **SECTION 710 - ASPHALT CONCRETE**

#### **710.1 GENERAL:** (revise to include the following)

Except as required otherwise by the project plans or Special Provisions, the asphaltic concrete designation shall be 3/4 inch.

#### **710.2 MATERIAL:**

##### **710.2.1 ASPHALT BINDER:** (revise paragraph to read as follows)

The asphalt to be mixed with the mineral aggregate shall be paving grade asphalt conforming to AASHTO Designation MP1, Standard Specification for Performance Graded Asphalt Binder and shall be PG 58-28 unless otherwise specified in the special provisions.

##### **710.2.2 AGGREGATE:** (revise to include the following)

Volcanic cinders or materials containing clay balls, coated rock or other deleterious materials shall not be used.

#### **710.3 MIX DESIGN REQUIREMENTS:**

##### **710.3.1 GENERAL:** (revise to include the following)



The Contractor shall furnish the Engineer with a job-mix formula for the asphalt concrete not less than ten (10) days in advance of actual placement of the material. The job mix formula, upon approval of the Engineer, shall be used to establish the standards to which field test results will be compared, and to determine compliance of the materials furnished with all physical properties of the composite mix and its individual components as shown on the approved job-mix formula. The job-mix formula, with the allowable tolerances for a single test, shall be used for monitoring compliance with the specifications.

The maximum permissible variation in the daily marshall plug unit weight from the unit weight shown in the approved job mix shall be +/- 3%. If the unit weight of the Marshall plug deviates from the permissible variation by more than one percent, payment will be reduced in accordance with Table 321-2.

The aggregates and mix to be incorporated into the work shall also meet the following requirements:

TEST	ACCEPTABLE TEST RESULTS
Loss on Abrasion (C131 and/or AASHTO 96) ..... (After 500 revolutions)	40% max.
Sand Equivalent (ASTM D2419) .....	50% min.
Absorbed Asphalt Range (ASTM 1559) .....	0 - 1%
Combined Water Absorption (AASHTO T-84).....	0 - 2.25%
Air Voids Content (mix) .....	3 % to 5 %
Index of Retained Strength (AASHTO T165, Section 5.1.3) .....	75 % min.

All asphaltic concrete shall contain a minimum of 1% Portland cement or dry hydrated lime by weight of total mixture.

## **SECTION 716 - COVER MATERIAL**

### **716.2 STONE CHIPS:**

#### **716.2.1 GENERAL:** (first paragraph, revise to include the following)

No volcanic cinders will be acceptable for cover material.

#### **716.2.3 GRADATION:** (Tables 716-1 and 716-2, revise to read as follows)

## GRADATION CM-11

<u>Seive Size</u>	<u>% Passing</u>
3/8 inch	100
No. 4	0-40
No. 8	0-5
No. 200	0-2.0

## **SECTION 725 - PORTLAND CEMENT CONCRETE**

### **725.1 GENERAL:**

(Note (1), revise to read as follows)

As tested in accordance with ASTM C-39. Maximum slump of 4 inches, or as specified in the special provisions, when tested in accordance with ASTM C-143.

Class AA concrete, with 5 to 7% entrained air, shall be used for all valley gutters and as specified.

Class A concrete shall be used for concrete structures, either reinforced or non-reinforced. Additionally, Class A concrete with 5 to 7% entrained air shall be used for all curbs, gutters, sidewalks, and exposed structures except as may be specified otherwise.

Class B concrete shall be used as specified, except that 5 to 7 % entrained air shall be included for all exposed structures.

Class C concrete may be used for thrust blocks, encasements, fill or over excavation, etc.

### **725.3 AGGREGATES:**

(first paragraph, after the second sentence, revise to include the following)

Aggregates must be subjected to five cycles of the sodium sulfate soundness test in accordance with the requirements of AASHTO T-104. The total loss shall not exceed ten percent by weight of the aggregate as a result of the test.

### **725.4 WATER:**

(revise to include the following)

Water shall be sampled and tested in accordance with AASHTO T-26.

## **SECTION 760 - COATING CORRUGATED METAL PIPE AND ARCHES**

### **760.2 MATERIALS:**

(revise to include the following)

All corrugated metal pipe and arches and all spiral rib metal pipe shall be a minimum of 14 gauge and aluminum coated per AASHTO M-36 and AASHTO M-274. No bituminous coated pipe will be accepted.

## **SECTION 797 - PAVEMENT MARKINGS**

(revise to include new section as follows)

### **797.1 PAINTED PAVEMENT MARKINGS:**

All painted pavement markings shall be in accordance with the Arizona Department of Transportation Standard Specifications, Section 708 - Permanent Pavement Markings.

This item of work shall apply to all longitudinal pavement markings and all other pavement markings not specified to be performed plastic.

Unless otherwise specified, painted pavement markings will be paid for per the proposal, lump sum. Such payment shall be full compensation for furnishing and installing the item complete in place as described and specified.

### **797.2 PRE-FORMED PLASTIC PAVEMENT MARKINGS:**

Pre-formed plastic pavement marking shall be in accordance with the Arizona Department of Transportation Standard Specifications, 1990 edition, Section 705 - Pre-formed Plastic Pavement Markings.

This item of work shall apply to all lane use arrows, all transverse pavement markings such as crosswalks and stop bar markings, and all pavement legend markings except those required for bicycle lanes.

Unless otherwise specified, pre-formed plastic pavement markings will be paid for per the proposal, lump sum. Such payment shall be full compensation for furnishing and installing the item complete in place as described and specified.

**MAG UNIFORM STANDARD DETAILS FOR PUBLIC WORKS**  
**CONSTRUCTION ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:**

**GENERAL:**

All Portland Cement Concrete exposed to weather shall be a minimum of Class A concrete with 5 to 7% air entrainment. This requirement shall apply to all sidewalk, curb and gutter, driveways, and adjustment collars (water valves, manholes, survey monuments, etc.) as well as all other construction items that are exposed to weather. This change applies to concrete specified on the following M.A.G. Standard Details: 120-1, 120-2, 200, 202, 203, 206, 206-1, 206-2, 220, 221, 222, 230, 231, 232, 233, 234, 250, 251, 260, 261, 262, 263, 270, 321, 346, 391-1, 391-2, 501-1, 501-2, 501-3, 501-4, 501-5, 502-1, 502-2, 530, 531, 532, 533-1, 533-2, 534-1, 535, 550, and 552.

**M.A.G. Detail No. 120-1 & 120-2 - Survey Marker**

Revise to include the following notes to both details:

All survey caps shall be stamped with the registration number of the surveyor responsible for placing the monument.

The top of all survey caps placed in paved areas shall be at least 1/2" below pavement grade.

**M.A.G. Detail No. 220 - Curb and Gutter - Types A,B,C & D**

Revise all curb types to show that roadway widths are measured to the back of curb.

**M.A.G. Detail No. 230 - Sidewalks**

Revise detail to include addition of a minimum of three-inch thick ABC, as per Section 310, under all sidewalk.

**M.A.G. Details No. 231, 232, 233 & 234 - Sidewalk Ramps - Type A,B,C, & D**

Revise to include minimum three-inch thick ABC, as per Section 310, under all sidewalk ramps.

**M.A.G. Detail No. 234 - Sidewalk Ramps - Type D**

Modify to reduce the back of sidewalk elevation at the sidewalk ramps from 4 3/4" to 4" to conform with ADA requirements. A curb at back of sidewalk similar to Detail No. 232, shall be added to this detail with a top of curb elevation of 7".

**M.A.G. Detail No. 240 - Valley Gutter**

Detail No. 240 shall not be used. Revise to use City Detail 8-06-010.

### **M.A.G. Detail No. 250 & 251 - Driveway Entrances/Return Type Driveways**

Revise these details so that the elevation of the driveway at the extended back of sidewalk shall be at least the adjacent curb height plus 1" above the gutter flow-line elevation unless specifically approved otherwise. Minimum three-inch thick ABC, as per Section 310, shall be added under all driveway entrances.

Revise to include the following notes:

For residences with two-car garages, the maximum width of driveway shall be 18 feet. For residences with three-car garages, the maximum width of driveway shall be 30 feet. Residential driveway access to Type I and II streets is prohibited.

Revise depth of concrete for commercial and industrial driveways to 8" minimum.

Revise depth of concrete for residential driveways to 6" minimum.

### **M.A.G. Detail No. 360 - Fire Hydrant Installation**

Revise the detail notes to include:

The crushed rock under the fire hydrant shall be sized from a 3/4" minimum to 3" maximum. Volcanic cinders shall not be used.

The dimension from center of the pumper connection to ground line shall be a 18" minimum and a 24" maximum.

### **M.A.G. Detail No. 390 - Curb Stop with Flushing Pipe**

Revise the detail to include the following note:

A 3/16" drain hole shall be drilled in the bottom ell of all flushing pipes.

### **M.A.G. Detail No. 420 - Pre-Cast Concrete Sewer Manhole**

Delete the Note "\*steps not required in 60" M.H.".

Revise to include the following:

Manholes with two or more inlets shall be 60" inside diameter.

Steps shall be installed in 60" manhole as per 48" manhole standard.

Steps in all manholes shall be placed so that the climber faces traffic and the steps are on the same side of the manhole that sewer pipe enters or exits the manhole.

All manhole steps shall be polypropylene.

All manhole frames and covers shall be aluminum. Agency name shall not be required on covers.

New manholes shall have a maximum neck height dimension of 26" when measured from finish grade to top of cone or bottom of flat top. Disregard conflicting neck dimensions.

The manhole base of all manholes shall be reinforced with #4 bars 8" on center, both ways placed 4" above sub-grade elevation.

A 1" vertical clearance shall be provided between the top of the sewer pipe and the bottom edge of all manhole barrel sections. A suitable radius shall be provided where the manhole floor joins the vertical edge of the invert channel.

#### **M.A.G. Detail No. 421 - Offset Manhole For 8" to 30" Pipe**

Delete the Note beginning "1:3 Cement...".

Revise to include the following note.

The manhole base shall be reinforced with #4 rebars 8" on center, both ways placed 4" above sub-grade.

#### **M.A.G. Detail No. 422 - Sewer Manhole and Cover Frame Adjustment**

Delete the notes beginning "1:3 Cement..." and "M.H. step in 48"...".

Revise to include the following notes.

Steps shall be installed in 60" manholes as per 48" manhole standard.

The manhole base shall be reinforced with #4 rebar 8" on center, both ways, placed 4" above sub-grade.

All manhole frame & cover adjustments shall be made in accordance with City of Flagstaff Detail 9-03-052.

#### **M.A.G. Detail No. 426 - Drop Sewer Connections**

Delete all references to "V.C.P." and replace with "P.V.C. or D.I.P."

#### **M.A.G. Detail No. 427 - Stub-Out And Plugs**

Delete all references to "V.C.P." and replace with "P.V.C. or D.I.P."

#### **M.A.G. Detail No. 440 - Sewer Building Connection**

Delete all references to "V.C.P." and replace with "P.V.C. or D.I.P."

Delete the two unnumbered notes beginning "2"x4" stake..." and replace each with the following note:

A #4 rebar shall be placed vertically at the end of the service for future location purposes. The rebar is to extend from the service line to 6" below finished grade. A brick shall be placed on the

surface and connected to the rebar with 12 ga. (min.) galvanized steel or a 12 ga. (min.) copper wire with green insulation.

**M.A.G. Detail No. 441 - Sewer Clean-out**

Delete references to "vitrified clay" or V.C.P. and replace with "P.V.C. or D.I.P."

Revise to include the following note:

Sewer Clean-outs shall be used on public sewers only when specifically allowed by the City Engineer.

**CONCRETE RAMP JOINT REPAIR PROJECT**

**EXHIBIT B – CIVIL TECHNICAL  
SPECIFICATIONS**



## CIVIL TECHNICAL SPECIFICATIONS

### TABLE OF CONTENTS

<u>ITEM</u>	<u>TITLE</u>	<u>PAGE</u>
P-100	Contractor Quality Control .....	P-100-1
P-101	Mobilization/Demobilization.....	P-101-1
P-511	Partial and Full Depth Patching of Rigid Pavement.....	P-511-1
P-607S	Sealing and Resealing of Joints and Cracks in Rigid Pavement Using Silicone Sealants.....	P-607S-1
M-003	Airport Safety and Security .....	M-003-1



## ITEM P-100 CONTRACTOR QUALITY CONTROL

### DESCRIPTION

**100-1.1 GENERAL.** This item shall consist of all work necessary to ensure quality control of the Contractor's work during construction in accordance the Civil Specifications.

The Contractor shall be responsible to conduct all quality control testing and inspections as indicated in the these specifications, and for each pay item, as well as any other test or inspection not specifically listed, but necessary to adequately control the work to the satisfaction of the City of Flagstaff. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall submit his plan for Quality Control Testing and Inspection as required per this specification for review and approval to the Engineer at least five (5) working days prior to the pre-construction conference.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

### 100-1.2 DESCRIPTION OF PROGRAM.

- a. **General Description.** The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. **Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 5 calendar days before the pre-construction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing;
- f. Documentation of quality control activities, and;
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

**100-1.3 QUALITY CONTROL ORGANIZATION.** The Contractor Quality Control Program shall be implemented through the Contractor's quality control organization.

**100-1.4 PROJECT PROGRESS SCHEDULE.** The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**100-1.5 SUBMITTALS SCHEDULE.** The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

**100-1.6 INSPECTION REQUIREMENTS.** Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. For material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.
- b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

**100-1.7 DOCUMENTATION.** The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

**100-1.8 SURVEILLANCE BY THE ENGINEER.** All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of



materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

#### **100-1.9 NONCOMPLIANCE.**

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

### **METHOD OF MEASUREMENT**

**100-2.1 GENERAL.** Contractor Quality Control shall be measured for payment by the lump sum as a single complete unit of work.

### **BASIS OF PAYMENT**

**100-3.1** Payment for the performance of the Contractor Quality Control work as specified above will be made at the contract lump sum price for the item Mobilization/Demobilization. The costs for work under this item include furnishing all technicians, inspectors, testing equipment and field vehicles.

Payment will be made under;

Item P-100 Quality Control – per Lump Sum

**END OF ITEM P-100**

## ITEM P-101 MOBILIZATION/DEMOBILIZATION

### DESCRIPTION

**101-1.1 GENERAL.** Mobilization/Demobilization shall consist of preparatory work and operations, including but not limited to, furnishing, installing, locating of staging area(s), temporary utilities, the movement of personnel, equipment, materials, supplies and incidentals to the project site, and for transportation of quality control personnel, laboratory field testing equipment and tools, testing supplies, barricades, haul roads and other facilities necessary to complete the work on the project including. This item is for other work and operations that the Contractor must perform or costs he must incur before beginning work on the project, and for necessary work and costs in completing the construction and demobilizing from the site.

Demobilization costs will include, but not be limit to: removal of temporary utilities to the staging area(s) removal of temporary field offices, materials, barricades, equipment and the clean up and restoration of the construction staging area(s).

**101-2.1 STAGING AREAS LOCATIONS.** The proposed staging area location is shown on the plans. These areas may be used for the Contractor's operations, and at the Contractor's option. The staging shall be kept in a neat and orderly condition at all times. Stockpiled materials in the staging area(s) shall be kept below all Federal Aviation Requirements.

Equipment shall only be parked in retracted and lowered condition. The Engineer reserves the right to direct the Contractor to correct any deficiencies in the maintenance of the staging yard and the Contractor shall promptly comply with the directives of the Engineer.

**101-2.2 SPECIAL REQUIREMENTS OF STAGING AREA(S).** Due to the close proximity of the airport and the traveling public, the following special requirements shall be adhered to:

**a. Temporary Security Fencing and Gates.** At the Contractor's option, the staging area(s) may be secured with chain link fence and gates.

**b. Obstruction Lighting.** Equipment of significant height shall be required to have red obstruction lights provided and maintained by the Contractor. The red obstruction lights shall be 100-watt fixtures, with 360-degree beam spread, in compliance with the Federal Aviation Administration (FAA) specification AC 150/5345-43, L-810.

**c. Dust Control.** The Contractor shall use all measures to control dust from equipment, and storage piles. Uncontrolled dust from the staging areas shall be grounds for suspension of operation until remedial measures are undertaken. The Contractor shall address dust control of the staging area in the dust control plan prior to commencing operations. Sweeping equipment must be equipped and maintained by the Contractor such that excessive dust is not emitted while operating.

**d. Protection and Restoration of Staging Area.** The Contractor shall be responsible for all damage or injury to property of any character. The Contractor shall protect all existing utilities, fencing, and other facilities at the Airport.

**e. Mobile Telephones.** The Contractor's and each subcontractor's on-site superintendent, and foremen shall have mobile telephones. The mobile telephone numbers shall be provided to the Airport Manager and the Engineer.

**101-2.3 BARRICADES.** For each phase of the project, the contractor shall delineate the area of work as shown on the plans with low profile barricades. The barricades shall be placed so that they do not violate the Taxiway Safety Area as defined by the FAA advisory Circular AC150/5300-13. Barricades shall be of the type as shown on the plans.

## **METHOD OF MEASUREMENT**

**101-3.1** Mobilization/Demobilization shall be measured for payment by the lump sum as a single complete unit of work.

## **BASIS OF PAYMENT**

**101-4.1** Payment for the performance of the Mobilization/Demobilization work as specified above will be made at the contract lump sum price for the item Mobilization/Demobilization. Mobilization/Demobilization shall not exceed eight (8) percent of the total amount bid for each Schedule awarded.

This item shall include the movement of all personnel, all equipment, the establishment of all haul roads, temporary utilities for the staging area and temporary utilities, restoration and protection of the site(s), safety, providing and for maintaining temporary security fence and gates. Partial payments under this item will be made in accordance with the provisions of Table 1.

**TABLE 1 – Payment Schedule for Mobilization/Demobilization**

Mobilization/ Demobilization Payment Number	Percent Payment	Partial Payment Requirements
1	25% of Lump Sum Amount	After the pre-construction conference provided that submissions required are provided to the satisfaction of the Engineer and the Engineer Field Office are functional with equipment and supplies and the Critical Path Method schedule has been submitted. The first payment for mobilization/demobilization shall be contingent upon the Engineer receiving the Quality Control Program at least five (5) working days before the pre-construction conference.
2	25% of Lump Sum Amount	When the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform the Contract work. The second payment for mobilization/ demobilization shall be contingent upon the Contractor submitting the revised Quality Control Program to the Engineer for review and approval.
3	25% of Lump Sum Amount	On the first progress payment application following completion of five (5) percent of the bid amount.
4	25% of Lump Sum Amount	On the first progress payment application following completion of ten (10) percent of the bid amount.

Payment will be made under:

Item P-101-4.1 Mobilization/Demobilization (Not to Exceed 5% each schedule awarded) – per lump sum

**END OF ITEM P-101**

## ITEM P-511 PARTIAL DEPTH PATCHING AND JOINT REPAIR OF RIGID PAVEMENT

### DESCRIPTION

**511-1.1** This consists of partial depth patching of concrete pavement with Portland cement concrete, mortar and grout and joint repair using rapid setting epoxy resin in accordance with these specifications and details shown on the drawings.

### MATERIALS

**511-2.1 RAPID SETTING JOINT REPAIR MATERIAL.** Rapid setting epoxy joint repair material shall be used for the repair of concrete pavement joints as shown in the plans. The material shall be certified to be compatible with the existing aggregates in the paving. The material shall have a minimum compressive strength of 3,000 psi at 24 hours and 5,000 psi at 28 days. The method of bonding, placing and curing shall be as recommended by the manufacturer in his printed instructions. Approved materials for use include Delpatch Elastomeric Concrete manufactured by DS Brown, ElastoPatch manufactured by Watson Bowman Acme or approved equal.

**511-2.2 PORTLAND CEMENT.** ASTM C 150 Type I, II or III.

**511-2.3 WATER.** Clean and free from oil, acid, salt alkali, sugar, organic matter or other deleterious substances. Potable water may be accepted for use without testing. Water that is of questionable quality shall be subject to the acceptance criteria of ASM C 94.

**511-2.4 COARSE AGGREGATE.** Crushed stone or crushed gravel conforming to ASTM C33 except as otherwise modified herein. Aggregate shall be clean, hard, unweathered, uncoated and non-reactive. Abrasion loss shall not exceed 40 percent when tested in accordance with ASTM C 131 and the maximum allowable percentage for clay lumps and friable particles shall be 1.5 percent. Except as otherwise approved by the Designer, coarse aggregate when tested in accordance with ASTM C 136 shall conform to the following gradation:

<u>Sieve Designation</u>	<u>Percentage by Weight Passing Sieves</u>
¾ inch	100
½ inch	90-100
3/8 inch	40-70
No. 4	0-15
No. 8	0-5

**511-2.5 FINE AGGREGATE.** Natural sand, manufactured sand, or a combination thereof, conforming to ASM C 33, shall be used for Portland cement concrete mixtures. Aggregate gradations for epoxy concrete or mortar shall comply with recommendations of the epoxy manufacturer.

### 511-2.6 ADMIXTURES.

- a. **Air Entraining Admixture:** ASTM C 260.
- b. **Chemical Admixtures:** ASTM C 494. Where not shown or specific, the use of admixtures is subject to written approval of the Engineer.



### 511-2.7 CURING FOR PORTLAND CEMENT CONCRETE

- a. Burlap: AASHTO M 182
- b. Liquid Membrane Forming Compound: ASTM C 309, Type 2, Class B.

**511-2.8 JOINT SEALANT.** Sealers shall be as indicated on the drawings and as specified in P-607S.

### MIX DESIGN

**511-3.1 CONCRETE MIX DESIGN.** Submit proposed concrete mix design for approval by Engineer prior to placement. The mix design shall indicate the weight of each ingredient of the mixture, aggregate gradation, slump, air content, water-cement ratio, and 7-day compressive strength test results. Include a complete list of materials including admixtures, applicable reference specifications and brand names. No deviation from the approved mix design will be permitted without prior approval.

**511-3.2 PORTLAND CEMENT CONCRETE.** Design the concrete mixture to produce a minimum compressive strength of 3,000 psi at 24 hours and 5,000 psi at 28 days of age, determined in conformance with ASTM C 39. Provide an air content by volume of 4 ½ percent, plus or minus 1 ½ percent, based on measurements made on concrete immediately after discharge from the mixer in conformance with ASTM C 231. The range of the slump shall be ½ to 2 inches when tested in accordance with ASTM C 143 except that maximum slump may be increased to 4 inches when the Contractor has included an approved high range water-reducing admixture conforming to ASTM C 494, Type F, in the approved mix design. To minimize drying shrinkage, the water-cement ratio by weight shall be 0.45 or less.

**511-3.3 BONDING COURSE.** The bonding course shall be sand-cement grout or an approved alternate.

- a. The sand-cement bonding course shall consist of equal parts of Type I, II or III Portland cement and sand by dry weight, thoroughly mixed with water to yield a thick, creamy mixture. The sand shall meet the requirements of the fine aggregate specified herein, except 100 percent shall pass a 2.36 mm (No. 8) sieve.

**511-3.4 SAND-CEMENT MORTAR.** The mortar shall consist of one part Type I, II or III Portland cement and two parts sand by dry weight, thoroughly mixed with water to yield a suitable mix. The water-cement ratio shall not be greater than 0.45 by weight. The sand shall meet the requirements of the fine aggregate specified herein.

### CONSTRUCTION METHODS

**511-4.1 WEATHER LIMITATIONS.** Do not place patch materials when weather conditions may detrimentally affect the quality of the finished product. Do not place any repair materials when the repair surface is wet or moist, or when the air temperature is below 50 degrees F in the shade except as recommended by the manufacturer of the materials and as approved by the Designer. When air temperature is likely to exceed 90 degrees F, Portland cement repair materials shall have a temperature not exceeding 90 degrees F when deposited. Epoxies and other rapid setting materials shall be placed in accordance with the manufacturer's printed instructions and weather limitations.

**511-4.2 EQUIPMENT.** Assemble dependable and sufficient equipment before the start of pavement repairs to permit thorough inspection, calibration of weighting and measuring devices, adjustments of parts and the making of any equipment repairs that may be required. Maintain the equipment in good working condition.

**511-4.3 SCOPE OF WORK.** The approximate location and size of spalls and patch replacements to be repaired are indicated on the plans. Prior to starting repairs, the Engineer will mark in the field the exact location and size of each spall, patch replacement and map cracking area to be patched.

**511-4.4 DELIVERY AND STORAGE OF MATERIALS.**

- a. **Cementitious Materials.** Furnish in bulk, suitable bags or containers. Store and protect in a weather tight manner to prevent absorption of moisture and in accordance with manufacturer's instructions.
- b. **Aggregates.** Handle and store aggregates in a manner to avoid breakage, segregation or contamination by foreign materials. Do not mix or store aggregates from different sources in same stockpile nor use alternatively in same concrete mix.

**511-4.5 PREPARATION.**

- a. **Preparation of Spalled Surfaces.** In the area to be patched, remove existing concrete to a minimum depth of 2 inches below the pavement surface and to such additional depth where necessary to expose a surface of sound, unweathered concrete that is uncontaminated by sealants, oils, greases, or deicing salts or solutions. Make a vertical saw cut at least 2 inches deep and approximately 2 inches outside of the area needing repair. Remove concrete with light, hand-held, high frequency chipping hammers weighing not more than 15 pounds or other approved light hand tools. Do not use jack hammers weighing more than 15 pounds nor pavement breaker devices mounted on or pulled by mobile equipment. Clean the cavity surface by sandblasting, blowing with compressed air, sweeping and vacuums. Use sandblasting to remove all traces of sealer, oils, grease, rust and other contaminants.
- b. **Existing Dowels, Tie Bars and Reinforcement.** Clean to bare metal by sandblasting any existing reinforcement or dowels exposed in the repair area. Exposed dowels shall be neatly coated with an approved bond breaking material prior to placing patch materials.
- c. **Bonding Course.** Immediately prior to placing the patch material, clean the previously prepared surfaces with a high pressure air jet, brushing and vacuum to remove all loose and foreign material. Coat the clean and dry surface including sawed faces not at joints with a thin coat of bonding material. Except as otherwise recommended by the manufacturer, place the bonding material just prior to placement of patch material and scrub with stiff bristle brushes to fill a voids and crevices in the spall cavity surface. The patch material must be placed before the bond course dries or sets. Remove dried or hardened bond material by sandblasting and re-coat the cavity with fresh bond course before placing concrete patch material.
- d. **Patch Replacement.** In the area of existing patches to be removed and replaced, remove existing concrete to a minimum depth of 2 inches below the pavement surface and to such additional depth where necessary to expose a surface of sound, unweathered concrete that is uncontaminated by sealants, oils, greases, or deicing salts or solutions. Make a vertical saw cut at least 2 inches deep and approximately 2 inches outside of the area needing repair. Remove concrete with light, hand-held, high frequency chipping hammers weighing not more than 15 pounds or other approved light hand tools. Do not use jack hammers weighing more than 15 pounds nor pavement breaker devices mounted on or pulled by mobile equipment. Clean the cavity surface by sandblasting, blowing with compressed air, sweeping and vacuums. Use sandblasting to remove all traces of sealer, oils, grease, rust and other contaminants.

**511-4.6 BATCHING AND CONVEYANCE.** Provide facilities for the accurate measure and control of each of the materials entering the concrete, mortar, or grout patching material. Mixing equipment shall be capable of combining the aggregate, cement, admixture and water or other approved patch materials in a uniform mixture and discharging this mixture without segregation.

The proportions of materials entering into the patch mixture shall be in accordance with the approved mix design or manufacturer's printed instructions. Revise the mix design whenever necessary to maintain the workability, strength and standard of quality required and to meet the varying conditions encountered during construction; however, no changes shall be made without prior approval by the Designer.

Convey patch material from mixer to repair areas as rapidly as practicable by methods that will prevent segregation or loss of ingredients.

**511-4.7 SAMPLING.** Provide facilities for readily obtaining representative samples of aggregate and patch mixtures for test purposes. Furnish necessary platforms, tools and equipment for obtaining samples. The Contractor's Quality Assurance testing laboratory will sample the concrete repair material a minimum of once per days production and provide the Quality Control Report to the Engineer. Concrete not meeting the specified compressive strength shall be removed and replaced. The Contractor shall be responsible for sampling and testing any early breaks to open an area to traffic.

**511-6.5 PRODUCT/WORKMANSHIP WARRANTY.** The Contractor shall furnish a separate extended full warranty covering concrete repair installation (labor) performance for a period of one (1) year becoming effective the date of final acceptance. The cost of these extended warranties shall be considered incidental to the cost of the various pay items of this specification. The warranty shall be submitted to the Owner prior to the Owner submitting payment of the final (project closeout) pay request to the Contractor. Failure to obtain and furnish the full warranty will result in the Owner withholding final payment until such warranties are submitted to the Owner.

#### **METHOD OF MEASUREMENT**

**511-5.1** Partial depth pavement patching and joint spall repair using epoxy shall be measured by the number of square feet placed, completed and accepted.

#### **BASIS OF PAYMENT**

**511-6.1 PAYMENT.** Payment for partial depth patching and spall repair shall be made at the contract unit price per square foot for patching and per linear foot for spall repair, respectively, and shall be full compensation for all labor, materials, tools, equipment and incidentals required to complete the work as specified herein and on the drawings.

**b. Payment.** Payment shall be made under:

Item P-511-6.1a Partial Depth Patching -- per square foot

Item P-511-6.1b Joint Spall Repair Using Epoxy — per linear foot

**END OF ITEM P-511**

## ITEM P-607S

### SEALING AND RESEALING OF JOINTS AND CRACKS IN RIGID PAVEMENT USING SILICONE SEALANTS

#### DESCRIPTION

**607S-1.1.** This item shall consist of cleaning and preparation of existing joints and providing silicone joint sealant capable of effectively sealing the joints. When indicated, existing cracks shall be cleaned and sealed, similar to joints as specified. The work shall be as show on the plans or as directed by the Engineer.

#### MATERIALS

**607S-2.1. CRACK SEALANT.** Crack sealing materials shall meet the requirements of a low modulus self-leveling sealant meeting the requirements of ASTM D 5893 (Dow Corning 890-SL or approved equivalent), cold applied.

Each lot or batch of sealing compound shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

**607S-2.2 JOINT SEALERS.** Joint sealing materials shall meet the requirements of the following:

**a. Concrete Pavement Construction and Expansion Joints.** A low modulus silicone sealant, cold applied, in conformance with ASTM D 5893 (Dow Corning 888 or approved equal).

**b. Bituminous - Concrete Pavement Interface Joint.** A self-leveling silicone sealant, cold applied, in conformance with ASTM D 5893 (Dow Corning 890-SL or approved equal).

**c.** Each lot or batch of sealing compound shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification. The material shall be stored out of the weather, in original tightly-sealed containers, as recommended by the manufacturer. Storage temperature shall be at or below ninety (90) degrees Fahrenheit.

The manufacturer of the preformed joint seal shall certify that the seal will exert a minimum pressure of three (3) pounds per square inch when compressed to eighty (80) percent of the nominal width and a maximum of twenty-five (25) pounds per square inch when compressed to fifty (50) percent of the nominal width.

The cold applied silicone sealants shall meet the following requirements:

<u>TEST</u>	<u>LOW MODULUS SILICONE SEALANT REQUIREMENTS</u>	<u>SELF-LEVELING SILICONE SEALANT REQUIREMENTS</u>	<u>TEST METHOD</u>
<u>AS SUPPLIED</u>			
Extrusion Rate, grams per minute	90-250	275-550	MIL-S-8802
Specific Gravity	1.450-1.515	1.26-1.34	ASTM D 1475
Skin over Time, minutes	10 (max)	60 (max)	CTM 0098
<u>UPON COMPLETE CURE</u>			
Joint Modulus, psi (at 150% elongation)	45 (max)	9 (max)	ASTM D 3581
Adhesion to Asphalt or Concrete, minimum percent elongation	500 (min)	600 (min)	ASTM D 3581
Elongation, percent	1200 (min)	1400 (min)	ASTM D 412, DIE C, Modified
<u>PERFORMANCE</u>			
Movement, 10 cycles @ + 100/-50 percent	No Failure	No Failure	ASTM C 719
Accelerated weatherly 5,000 hours	No cracks, blisters or bond loss	No cracks, blisters or bond loss	ASTM C 793

**607S-2.3 BACKER ROD.** Backer rod blocking media shall be compressible, non-shrinkable, non-moisture absorbing, non-reactive with silicone joint sealant and shall be a non-absorbent material such as polyethylene closed cell foam. The minimum diameter of the backer rod shall be 25 percent larger than the field joint width.

**607S-2.4 SEPARATING TAPE.** Separating tape shall be polyethylene or polyester tape, 3 mil minimum thickness, or masking tape, rubber tape or other barrier sheet that is non-reactive, non-absorptive and flexible. Tape shall be adhesive backed, width to match nominal width of the joint or crack reservoir. Provide tape that joint sealant will not bond to.

## EQUIPMENT

**607S-3.1 GENERAL REQUIREMENTS.** Furnish all equipment, tools and accessories necessary to prepare and clean existing joints and cracks and install joint sealants. Machines, tools and equipment used in the work shall be approved by the Owner before the work is started and shall be maintained in proper working conditions at all times.

**607S-3.2 CONCRETE AND BITUMINOUS PAVEMENT SAWING.** The Contractor shall provide a self propelled power saw for cutting joints to the specified widths and depths and for removing filler embedded in the joints or adhered to joint faces. The face of the saw cut shall be ninety (90) degrees to the pavement surface. If spalling occurs due to the sawing operation, it must be repaired prior to sealant installation. The longitudinal saw-cut operation shall not be performed until the pavement is determined to be level from one slab to the next. Joints shall not vary more than 1/2 inch (13 mm) from their designated position and shall be true to line with not more than 1/4-inch (6 mm) variation in 10 feet (3 m). The surface across the joints shall be tested with a 10-foot (3 m) straightedge as the joints are finished and any irregularities in excess of 1/4 inch (6 mm) shall be corrected before

the concrete has hardened. All joints shall be so prepared, finished, or cut to provide a groove of uniform width and depth as shown on the plans.

**607S-3.3 SEALANT ROUTING TOOL.** To remove old sealant from joints, provide routing tools of various sizes to suit the varying joint widths and removal depths required. The tool shall be narrower than the existing joint being cleaned, and shall not strike and damage the sides of the joints. The cleaning tool shall be rectangular in shape and shall be mounted to allow lateral and vertical movement to avoid spalling the concrete. V-shaped or tapered tools, or rotary impact routing devices will not be permitted. The equipment shall be capable of maintaining accurate and uniform cutting depth and width control. Any tool or cleaning method that chips, spalls, or damages concrete edges or joints will not be allowed. Any joints or concrete damaged by cleaning operations shall be promptly repaired by methods approved by the Owner at the sole expense of the Contractor.

**607S-3.3 HAND TOOLS.** When approved, hand tools such as brooms and chisels may be used in small or equipment inaccessible areas for removing old sealant from joints and cracks and cleaning the groove faces.

**607S-3.4 SILICONE SEALANT EQUIPMENT.** Equipment shall be a type recommended and approved by the manufacturer of the silicone sealant.

## SUBMITTALS

**607S-4.1. SUBMITTALS.** No installation of materials will be allowed until all submittals have been received and accepted.

- a. **Manufacturer's Catalog Data and Instructions.** Submit copies of manufacturer's catalog data and recommendations for material installation and equipment use.
- b. **Equipment List and Statements.** Submit a list and description of the sealant installation equipment including model and serial number to be used and a statement from the supplier of the joint sealant that the proposed equipment is acceptable for installing the specified sealant.

## CONSTRUCTION METHODS

**607S-5.1 DELIVERY AND STORAGE.** Joint material shall be delivered in original sealed containers and shall be protected from freezing or overheating. Provide jobsite storage facilities capable of maintaining temperature ranges within manufacturer's recommendations.

**607S-5.2 WEATHER LIMITATIONS.** Do not proceed when weather conditions detrimentally affect the quality of cleaning or preparing joints or cracks and applying sealants. Apply sealants only if the pavement temperature is at least 50 degrees F and sealant reservoirs are dry and clean. Materials shall be protected from moisture.

**607S-5.3 JOINT AND CRACK AND PREPARATION.** Unless otherwise indicated, saw, clean and reseal joints. Do not proceed with final cleaning by more than one working day in advance of sealing operations. Clean the joints by removing the existing sealant compound, sealants, dirt and other foreign material with the equipment specified herein, but not limited thereto. Cleaning procedures which damage pavements, joints or patches by chipping or spalling will not be permitted. All existing joint sealant shall be removed. Precise shape and size of joints vary and the condition of joint walls and edges vary. Except as otherwise indicated, cracks shall be routed, cleaned and sealed similar to that specified for the joints.

- a. **Removal of Existing Material.** Remove the joint faces major portion of the existing sealants by using the specified routing tool. After cutting free the existing sealant from both joint faces, remove all existing sealant within the sealant reservoir. At the completion of routing operations, clean the pavement surface with a vacuum sweeper and clean the joint opening by blowing with compressed air. Protect previously cleaned joints from being contaminated by subsequent cleaning operations.
- b. **Re-facing of Joints.** When required to widen or re-shape the joint space to the width, depth and configuration shown on the plans, reface concrete joint walls. Re-facing shall be done by a power-driven concrete saw specified herein to remove all residual sealant and a minimum of concrete and required groove widths, depths and shapes as needed to accommodate the bond breaking material and to maintain the specified depth of the new sealant to be installed. Immediately after sawing each joint, thoroughly clean the saw cut and adjacent concrete surface. Sand blast and air blast with compressed air until all dust and debris are removed from the joint. Protect adjacent previously cleaned joint spaces from receiving debris during the cleaning operations.
- c. **Preparation of Cracks.** Random cracks shall be routed, grooved, or sawed to a width of 1/2 inch plus or minus 1/16 inch and a depth of 1-1/4 inch plus or minus 1/16 inch. Existing crack sealant shall be removed and the crack cleaned as specified for existing joints. The cracks or joints currently supporting vegetation shall be treated with a commercially available herbicide mixed at an approved rate.
- d. **Final Cleaning of Joints and Cracks.** Following removal of existing sealant, and immediately before resealing, thoroughly clean the joints and cracks by sandblasting until all concrete surfaces in the reservoir space are free of sealants, dust, dirt water, moisture and any other foreign materials which would prevent bonding of new sealants to the concrete. Use sand particles of the proper size and quality for the work. Perform sandblasting with the specified nozzles, air compressor and other appurtenant equipment. Make as many passes of the sandblast nozzle along the joint as required for proper cleaning. Immediately prior to sealing the joint or crack, blow out the reservoir space with compressed air until completely free of sand, water and dust. Joints and cracks shall be clean and free of any moisture that may be harmful or injurious to the sealant before installation.

**607S-5.4 BOND BREAKER.** At the time joints receive final cleaning and are dry, install bond breaker material as indicated with a steel wheel or other approved device. Any backer rod or separating tape that is wetted by rain or water from any source shall be dried or replaced before installing sealant.

- a. **Blocking Media.** When the existing sealant has been removed to a depth greater than required, plug or seal off the lower portion of the groove by installing the specified backer rod.
- b. **Separating Tape.** When the existing sealant has been removed to the depth indicated and the bottom of the joint opening has been formed by saw cuts, insert the specified tape to prevent contact of the newly installed sealant with the existing sealant, joint filler or groove bottom.

**607S-5.5 RATE OF PROGRESS.** The final stages of joint preparation, which include placement of bond breakers, shall be limited to only that lineal footage of joint that can be resealed during the same workday.

**607S-5.6 DISPOSAL OF DEBRIS.** Clean the pavement surface to remove excess joint material, saw cuttings, dirt, water, sand and other debris by vacuum sweepers or hand brooms. Remove the debris immediately to a point off airport property.

**607S-5.7 PREPARATION OF SEALANT.**

- a. **Silicone Type.** Silicone sealants shall be pumped directly from the original drum or container into the sealant reservoir by use of an air powered pump. Sealant preparation shall conform to the sealant manufacturer's recommendations.

**607S-5.8 INSTALLATION OF SEALANT.**

- A. **Time of Application.** Seal the joints and cracks immediately following the final cleaning and placing of the bond breakers. Commence sealing the joints when the walls of the concrete joint are clean, dust free and dry and when both the atmospheric temperature and pavement temperature within the joint opening are above 50 degrees F. If the above conditions cannot be met, or if rains interrupt sealing operations, re-clean and dry the open joints prior to installing the sealant.

- B. **Sealing the Joints.** Do not install the sealant until the joints to be sealed have been inspected and approved. Install bond breaker just prior to placing sealant. Fill the joints with sealant from the bottom up until the joints are uniformly filled solid from bottom to the recessed top. Fill the joints to the dimensions and within the tolerances shown, and without formation of voids or entrapped air. Tool the sealant immediately after application to provide firm contact with the joint walls and to form the indicated sealant profile below the pavement surface. Check the sealed joints frequently to assure that the newly installed sealant is cured to a tack- Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the Engineer before sealing is allowed. Prior to commencing full production of any joint sealant installation, a qualified representative from each joint sealant manufacturer shall visit the project and observe the installation methods and means of the Contractor. Each manufacturer's representative shall work with the Contractor to establish proper and suitable installation techniques (including the installation equipment, labor, and all installation, handling, and storage of the sealant materials) prior to commencing full production of the joint sealant work. Upon determining the Contractor's installation techniques are satisfactory, each manufacturer's representative shall submit a certified letter stating that the material is being installed in total compliance with each respective manufacturer's recommended installation technique(s) to produce a joint seal capable of satisfactory performance, with no maintenance, for a five (5) year period. There shall be no payment for any joint sealed prior to receipt by the Owner of the Manufacturer's certification. Any cost associated with the site visits of, or consultations with such representative shall be incidental to the cost of the concrete pavement. Pavement sealants shall be installed in accordance with the following requirements:

- a. **Cold Applied Sealants.** Cold applied joint sealing compound shall be applied by means of pressure equipment that will force the sealing material to the bottom of the joint and completely fill the joint without spilling the material on the surface of the pavement. A backing material shall be placed as shown on the plans and shall be both non-reactive and non-adhesive to the concrete or the sealant material. Sealant that does not bond to the concrete surface of the joint walls, contains voids, or fails to set to a tack-free condition will be rejected and replaced by the Contractor at no additional cost. Before sealing the joints, the Contractor shall demonstrate that the equipment and procedures for preparing, mixing, and



placing the sealant will produce a satisfactory joint seal. This shall include the preparation of two small batches and the application of the resulting material. Any sealant spilled on the surface of the pavement, structures and/or lighting fixtures, shall be removed immediately.

**607S-5.9 CLEANING PAVEMENT.** After a joint or crack has been sealed, all surplus sealant or other residue on the pavement surface shall be promptly removed.

**607S-5.10 TRAFFIC CONTROL.** During the protection and curing period recommended by the manufacturer, do not permit vehicular traffic or equipment in the area of the joints. At the end of the curing period, light traffic may be permitted on the pavement if approved by the Engineer.

**607S-5.11 PRODUCT/WORKMANSHIP WARRANTY.** The Contractor shall furnish a separate extended full warranty covering each joint seal material and installation (labor) performance for a period of five (5) years becoming effective the date of final acceptance. The extended warranties shall be issued jointly by the subcontractor responsible for the joint sealant work (if different from the Prime Contractor on this project) and the particular sealant manufacturers. The Extended Warranty shall include the specific wording identified separately in the bidding package provided. The cost of these extended warranties shall be considered incidental to the cost of the concrete pavement. The extended warranty shall be submitted to the Owner prior to the Owner submitting payment of the final (project closeout) pay request to the Contractor. Failure to obtain and furnish the extended full warranty will result in the Owner withholding final payment until such warranties are submitted to the Owner.

The pavement joint sealants shall continuously provide a watertight, resilient, and durable (no cracking, blistering, bubbling, or loss of bond to pavement joint walls) seal capable of maintaining these properties under repeated traffic and various weather conditions. The following list of criteria shall constitute the definition of joint sealant material and installation defects and/or failures over the life of any warranty period.

#### Failure/Defect

1. Failure to prevent water from infiltrating pavement joint.
2. Failure to prevent the intrusion of incompressibles into the joint.
3. Failure to maintain bond, or in the case of compressible sealants, suitable contact, with sidewalls of the pavement.
4. Material that cracks, splits, bubbles, or blisters shall be considered defective.
5. Material that fails to remain resilient and capable of rejecting incompressibles at all pavement temperatures shall be considered defective.
6. Material that is picked up by, or spread on adjacent horizontal pavement surfaces by, tires, rubber tired vehicular traffic, or the action of a power vacuum rotary brush pavement cleaning equipment, after the specified cure period shall be considered defective.
7. Silicone material that remains or otherwise becomes tacky and allows the adherence of dust, dirt, small stones, or other similar contaminants shall be considered defective.

All pavement joint sealants exhibiting one or more of these characteristics shall be deemed unsatisfactory and therefore shall not be in conformance with any warranty performance requirements. Any pavement panel joint exhibiting any one or more of the failure/defect characteristics listed shall be replaced under warranty when the aggregate quantity of those defects occur over 8% or more of the panel joint length. The Owner will inspect the

joints at least semi-annually to record conditions. Should the aggregate length of defective joint reach 8% of its panel length, warranty repairs/replacement will be required within forty-five (45) calendar days or as soon thereafter as weather conditions permit. The Owner reserves the right to make temporary emergency repairs to prevent water intrusion and/or further significant deterioration without invalidating the warranty. Pavement joints exhibiting these characteristics shall be removed and replaced in a satisfactory manner at no additional cost to the Owner.

Prior to final acceptance of any work under this item, the Engineer and Contractor shall perform a final inspection walk through jointly to determine if all installation is acceptable and meets the requirements set forth in this section.

### **METHOD OF MEASUREMENT**

**607S-6.1** Resealing of joints and sealing of cracks using silicone sealant shall be measured by the linear feet of sealed and resealed joints and cracks in place, complete and accepted.

### **BASIS OF PAYMENT**

**607S-7.1** Payment for joint resealing shall be made at the contract unit price per linear foot for each type, Type I and Type II. Payment for crack sealing shall be made at the contract unit price per linear foot. The price shall be full compensation for all cleaning, preparation and disposal work, for furnishing all materials, and for all labor, equipment, tools and incidentals necessary to complete all work in this section.

Payment will be made under:

- Item P-607S-7.1a Reseal Joints Using Silicone Sealant – Type I - Per linear foot
- Item P-607S-7.1b Reseal Joints Using Silicone Sealant – Type II - Per linear foot
- Item P-607S-7.1c Seal Cracks Using Silicone Sealant - Per linear foot.

**END OF ITEM P-607S**

## ITEM M-003 AIRPORT SAFETY AND SECURITY

### DESCRIPTION

**003-1.1 GENERAL.** The Contractor shall be required to carry out his operations in a manner that will cause a minimum of interference with air traffic, and shall be required to cooperate with the FAA, the City of Flagstaff, the airlines, and other Contractor's that may be working in the area. All work shall be completed in accordance with the phasing plans, the FAA Advisory Circular 150/5370-2E and the Special Provisions of these Contract Documents.

The Contractor shall complete the Airport Construction Safety Plan as contained within the specifications with information applicable to the Contractor's specific personal and means and methods of completing this project.

The Contractor shall be required to hold weekly airfield coordination meetings with the City of Flagstaff Operations. Additionally, the Contractor shall meet with Operations prior to the start of each shift to discuss the day's anticipated work activities.

All vehicles shall have flashing yellow lights in accordance with the Special Provision Specifications.

The Contractor shall be required to supply, place, maintain, move and store the items listed herein, as appropriate, to facilitate construction and protect air traffic and to keep on site an adequate extra supply of these items.

### MATERIALS

**003-2.1 RED WARNING LIGHTS.** Red warning lights shall be flashing red lights meeting the requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways" for Type A and Type B flashers.

**003-2.2 WARNING MARKERS.** Warning markers shall be the type and size detailed on the plans. Markers shall be equipped with a red warning light per paragraph 003-2.1.

**003-2.3 LOW LEVEL BARRIERS.** Low level barriers shall be the Airport Runway Safety Barricade Model AR-2 Multi-Barrier as manufactured by Off The Wall Products, LLC, or approved equal. The AR-2 low level barrier sections shall be eight (8) feet long and ten (10) inches high. Sections shall be interlocking and shall be ballasted to prevent damage from jet blast. Each barricade section shall be equipped with a Model: SL-H867R Solar Powered Safety lights as manufactured by Leotek Electronics USA Corp., or approved equal. The barriers shall be furnished, maintained and relocated during each phase by the Contractor.

**003-2.4 VACUUM SWEEPER.** Vacuum Sweeper shall be Tymco, Model HSP-600 or Elgin Model crosswind or approved equal.

**003-2.5 SECURITY CHECK POINTS AND CONTROLLED CROSSINGS.** Provide as shown on the plans and as detailed within this specification, the items necessary to control crossings at active taxiways. These items may include traffic control devices or handheld traffic signals.

## RESPONSIBILITIES

**003-3.1 CONTROL REQUIREMENTS.** The Contractor's responsibilities for work areas are as follows:

- 1) The Contractor shall be held responsible for controlling his employees, subcontractor's, and their employees with regard to traffic movement.
- 2) The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.
- 3) The Contractor shall submit to the Engineer in writing a detailed work plan for each construction phase. This plan shall be submitted 14 calendar days prior to the start of each construction phase. No work within the construction phase may commence until the phase work plan has been reviewed by the City of Flagstaff and returned to the Contractor and marked as "no exceptions taken" or "make corrections noted."
- 4) The Contractor shall submit to the Engineer in writing a plan, by construction phase, for controlling construction equipment and vehicular movements in the Air Operations Area (AOA). This plan shall be submitted at the preconstruction conference. No work may commence until this plan has been reviewed and marked as "no exceptions taken" or "make corrections noted." The Plan must include material haul roads.
- 5) The Contractor shall provide a responsible Traffic Manager whose duty shall be to direct all traffic on or near active runways, taxiways, haul roads, and highways.

**003-3.2 VEHICLE AND PEDESTRIAN CONTROL.** Vehicle and access routes for airport construction shall be controlled as necessary to prevent inadvertent or unauthorized entry of persons, vehicles or animals onto air operation areas. No vehicle shall enter the air operations area except at predetermined locations. The amount of construction traffic will require the Contractor to use a security guard at access gates and a flag person to control traffic crossing taxiways and other aircraft movement areas. Contractor personnel who operate vehicles in the AOA shall comply with the airport operator's rules and regulations for vehicle marking, lighting, and operation. Failure to comply may result in fines as listed in Table 1.

**003-3.3 CONTROL AND WARNING DEVICES.** During construction operations near active taxiways or runways the Contractor shall furnish and maintain medium and low level barricades equipped with red warning lights along the edges of the runway and taxiway safety areas to warn construction equipment to stay clear of the active airfield pavement. The Contractor shall furnish and maintain warning markers with red warning lights along the edges of the runway safety area as designated and detailed on the plans. The Contractor shall maintain warning lights and red warning flags around all equipment, stockpiles, or other areas as directed by the Engineer.

The Contractor shall provide the phone numbers of two (2) of its responsible personnel, including the project superintendent, and one (1) other responsible person whom may be contacted in an emergency. Personnel shall be on call 24-hours per day for maintaining construction hazard lighting and barricades.

**003-3.4 VEHICLE MARKING AND IDENTIFICATION.** All permitted vehicles operating in the AOA shall display in full view above the vehicle a 3-feet x 3-feet or larger, orange and white checkerboard flag, each checkerboard color being 1-foot square. Any vehicle operating on the AOA shall be equipped with a flashing amber (yellow) dome-type light, mounted on top of the vehicle and of such intensity to conform to local codes for maintenance and emergency vehicles. All vehicles operating within the airfield boundary shall be identified with a sign on each side of the vehicle bearing the contractor's name with an 8-inch minimum letter height.

Vehicles making only occasional visits to the job site are exempt from the identification requirements contained above provided that a properly identified vehicle escorts them into, through, and out of the airport secured area. These and other vehicles needing intermittent identification may be marked with tape or with magnetically attached markers that are commercially available.

**003-3.5 VEHICLE TRAFFIC AND OPERATIONS.** When any vehicle other than those approved for use in the AOA is required to travel to or from the work area or over any portion of the work area, it shall be escorted by a vehicle properly identified to operate in the area and be provided with a flag on a staff attached to the vehicle. All construction vehicles/equipment shall have automatic signaling devices to sound an alarm when moving in reverse. All equipment shall be operated within the approved speed limit(s).

**003-3.6 VEHICLE PARKING.** All vehicles shall be parked and serviced in the designated staging and employee parking areas shown on the plans. The Contractor is responsible for transporting his/her employees from these areas to the jobsite.

**003-3.7 RADIO COMMUNICATIONS.** The control of vehicular activity on the AOA is of the highest importance. This requires coordination with airport users and ATCT. The Contractor's designated and trained personnel shall have direct contact with ATCT ground control. All communications with ATCT shall be coordinated through the City of Flagstaff Operations personnel. However, the Contractor shall properly train his/her personnel, particularly flag persons, on the proper procedures for monitoring radio frequencies.

All vehicles and/or construction equipment operating inside the active AOA, but outside of the designated haul roads, shall be escorted by the City of Flagstaff Operations personnel, who will maintain radio contact with the ATCT. Crossing the active runway shall not be permitted. Vehicular traffic crossing active taxiways shall be controlled by two-way radio with the ATCT by escort or flagmen as detailed on the plans. The clearance shall be confirmed by the driver's personal observation that no aircraft is approaching his/her position. Aircraft have the right-of-way. Construction equipment shall always yield to aircraft.

**003-3.8 AIRPORT SECURITY REQUIREMENTS.** The Contractor will be required to coordinate his work so as to satisfy clearance requirements for arrival and departure of scheduled aircraft, and in compliance with FAA Advisory Circular 150/5370-2E, concerning operational safety on airports during construction activity.

The airport is operated in strict compliance with Federal Aviation Regulation – Part 107, which prohibits unauthorized persons or vehicles in the Air Operations Area. Equipment and personnel will be restricted to the work area defined on the plans. Any violations by Contractor's personnel will subject the Contractor to penalties imposed by the FAA and the Aviation Department Airport Security Office.

Airport restricted areas are fenced and must remain fenced at all times. Any required temporary security fences and/or gates shall be constructed by the Contractor. Temporary fencing shall be constructed and paid for in accordance with this Item M-003. The gates will remain closed and locked, or if it is being continuously used for ingress and egress, a gate operator will be provided at the Contractor's expense. The Contractor shall furnish the gate operator with a roster of his personnel and ensure that each individual has adequate identification. Interlocking locks supplied by the Contractor will not be allowed. The Airport Operations will control the security check point gates. Gates will be staffed as described in the subsequent paragraph during shift working hours and secured when there is no activity at that location. The Contractor will be responsible for a 24-hour advance notification to Operations regarding the scheduling of the use of the various securities check point gates.

The Contractor shall be responsible to provide at his own cost an escort service for all vehicles that do not operate on a daily basis within the AOA. Escorted vehicles shall not be left unattended. Any escorted vehicle allowed on the AOA by the Contractor shall be escorted back and forth to the point of entry. One badged escort vehicle shall be required for each unbadged vehicle. There will be no exceptions to this requirement.

**003-3.9 VIOLATION OF RESPONSIBILITIES.** Any violation of 003-3.1 - 003-3.8 shall be considered a violation of the Contract itself and shall be sufficient cause for halting the work without extending the time limit of the job.

**003-3.10 FINES.** Due to both the safety and security precautions necessary at Flagstaff Pulliam Airport, failure of the Contractor to adhere to the prescribed requirements/regulations has consequences that may jeopardize the health, welfare and lives of the customers and employees at Flagstaff Pulliam Airport, as well as the Contractor's own employees. Therefore, if the Contractor is found to be in non-compliance with the security, airfield badging/licensing and airfield safety requirements by either Airside Operation's personnel or the Engineer or his representatives, the Airside Operations may issue Notice of Violations (NOV). The Contractor may appeal the NOV, however appeals must be made in writing, and within four (4) calendar days of the offending incident, to the City of Flagstaff's Senior Project Manager. The appeal would need to state, in sufficient detail, why the NOV/circumstances is unwarranted. A final and binding decision on the appeal will be made by the City of Flagstaff's Project Management Team within ten (10) working days of receipt of the appeal, the Contractor will then be notified of this decision in writing. No further appeals to the specific NOV will be considered or accepted. Subsequent fines and/or requirements, if any, will be applied in accordance with Table 1, Schedule of Fines listed below and the applicable amount will be withheld from the Contractor's next monthly payment application following the date of the violation. The Contractor will be held financially responsible for all NOV's issued to their subcontractor's or material suppliers associated with this contract.

**TABLE 1 – Schedule of Fines for Notice of Violation.**

Description of Fines	First Offense	Second Offense	Third Offense
Shift Supervisor* not having proper and current Airport Security Badge or not properly displaying Airport Security Badge.	\$1,000.00	\$5,000.00	\$15,000.00
Lost or unreturned Airport Security Badge.	\$300.00	\$450.00	\$600.00
Un-authorized access to AOA by construction personnel or access through construction gate by un-authorized personnel.	\$1,000.00	\$5,000.00	\$15,000.00
Failure to Escort / be Escorted.	\$1,000.00	\$5,000.00	\$15,000.00
No logo on vehicle or logo is not Correct in name and dimension.	\$1,000.00	\$5,000.00	\$15,000.00
Active runway incursion.	\$15,000.00	\$20,000.00	\$25,000.00
Active taxiway, taxilane or apron incursion.	\$10,000.00	\$15,000.00	\$20,000.00
Active runway or taxiway object free area incursion	\$5,000.00	\$10,000.00	\$15,000.00
Safety violation, such as insufficient barricades, or no flags or amber beacons on vehicle or equipment. Or no red obstruction lighting on cement silo, batch plants, cranes or other equipment with significant height.	\$5,000.00	\$10,000.00	\$15,000.00
Failure to provide lighted barricades.	\$5,000.00	\$10,000.00	\$15,000.00
All other NOV not listed above.	\$1,000.00	\$5,000.00	\$15,000.00

\*Contractor must provide a minimum of one properly badged on-site shift supervisor at all times to escort crews.

The City of Flagstaff has the option to issue warnings on the first offense if the incident justifies it. Individuals involved in a non-compliance violation may be required to surrender their security badge and airfield driver's license pending investigations of the matter and the outcome of the possible appeal.

Incursions are defined as any entrance onto an active runway, taxiway, taxilane or apron that may or may not subject any aircraft or crash fire rescue vehicle to yield, stop or change direction to avoid the sudden entrance.

The fourth and each subsequent offence for any of the NOV listed above, the fine shall remain at the same amount shown for the third offence. Advancing from the first offence to the second offence, or from the second offence to the third offence, etc., shall be considered whether the individual is employed with the prime Contractor or any subcontractor or material supplier.

## COORDINATION OF CONSTRUCTION ACTIVITIES

**003-4.1 WORK SCHEDULING AND ACCOMPLISHMENT.** The Contractor shall contact the Engineer each day before he begins work to coordinate the status and nature of work to be done that day. The Contractor shall also report to the Engineer at the end of each day to schedule the work he plans to do on the following day.

## SAFETY REQUIREMENTS

**003-5.1 GENERAL.** Before entering upon or crossing any runway or taxiway, the Contractor shall receive proper clearance. Emergencies and operating conditions may necessitate sudden changes, both in Airport operations and in the operations of the Contractor. Aircraft operations shall always have priority over any and all of the Contractor's operations. Should runways or taxiways be required for the use of aircraft and should Airport operations, the control tower, or the Engineer deem the Contractor to be too close to active runways or taxiways the Contractor shall suspend his operations, remove his personnel, equipment, and materials to a safe distance outside of the object free area and stand by until the runways and taxiways are no longer required for use by aircraft. There will be no compensation for delays or inefficiencies due to these changes.

Throughout the duration of the job, any practice or situations that the City of Flagstaff determines to be unsafe or a hindrance to regular Airport operations shall be immediately rectified.

(1) The following publications contain definitions/descriptions of critical airport operating areas. The areas defined below pertain to airfield safety requirements and are referenced throughout the contract documents.

- (A) Advisory Circular 150/5370-2E, Current Edition, *Operational Safety on Airports During Construction*, sets forth guidelines to assist airport operators in complying with FAR Part 139, *Certification and Operation/Land Airports Serving Certain Air Carriers* and with the requirements of federally funded construction projects.
- (B) FAR Part 77, *Objects Affecting Navigable Airspace*, current edition; establishes standards for determining obstructions to navigable airspace. Civil airport imaginary surfaces are defined in the publication. It also sets forth requirements for notice of certain proposed construction or alteration. Notice of construction provides a basis for recommendations for identifying the construction or alteration in accordance with AC 70/7460-1, *Obstruction Marking and Lighting*, current edition.
- (C) AC 150/5300-13, *Airport Design*, current edition; establishes design, operational and maintenance standards for airports.

(2) The Contractor shall acquaint his supervisors and employees with the airport and operations that are inherent to Flagstaff Pulliam Airport and shall conduct his/her construction activities to conform to all routine and emergency air traffic requirements and guidelines for safety specified herein. The Contractor shall be responsible for providing all safety devices as required for the protection of his personnel.

(3) Protection of all persons shall be provided throughout the progress of the work. The work shall proceed in such a manner as to provide safe conditions for all workers and personnel. The sequence of operations shall be such that maximum protection is afforded to ensure that personnel and workers in the work area are not subject to any dangerous conditions. The Contractor must provide safety measures to guard against injury.

(4) During the performance of this contract, the airport facility shall remain in use to the maximum extent



possible. Use of areas near the Contractor's work will be controlled to minimize disturbance to the Airport's operation. The Contractor shall not allow employees, subcontractor's, suppliers, or any other unauthorized person to enter or remain in any airport area which would be hazardous to persons.

(5) All work to be performed which is too close to an active runway, taxiway or apron under operational conditions shall be performed when the runway, taxiway or apron is not in use. Such work shall not be accomplished without prior permission from the Engineer. Requested closings shall be directed to the Engineer in writing at least 72-hours in advance. The Engineer will then notify the City of the upcoming closure.

(6) The Contractor shall be aware of the following types of safety problems and/or hazards. These problems or hazards shall not be permitted. Should any of these problems or hazards arise during construction, the Contractor shall immediately rectify/correct the problem or hazard to the satisfaction of the Engineer and Operations Personnel:

- (a) Trenches, holes, or excavations on or adjacent to any open runway or in safety areas.
- (b) Unmarked/unlighted holes or excavation in any apron, open taxiway, open taxilane, or related safety area.
- (c) Mounds or piles of earth, construction materials, temporary structures, or other objects in the vicinity of any open runway, taxiway, taxilane, or in a related safety, approach, or departure area.
- (d) Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxilane, or in any related safety, approach, or departure area.
- (e) Vehicles, equipment, excavations, stockpiles, or other materials which could degrade or otherwise interfere with electronic signals from radios or electronic navigational aids (NAVAIDS).
- (f) Runway surfacing projects resulting in excessive lips greater than 1-inch for runways and exceeding 3 inches for edges between the old shoulder and new surfaces at runway edges and ends.
- (g) Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
- (h) Objects (whether or not marked or flagged) or activities anywhere on or in the vicinity of the airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
- (i) Un-flagged or unlighted low visibility items (such as tall cranes, drills, and the like) anywhere in the vicinity of active runways, or in any approach or departure area.
- (j) Misleading or malfunctioning obstruction lights or unlighted/unmarked obstructions in an approach to any open runway.
- (k) Inadequate approach/departure surfaces needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas.
- (l) Inadequate, confusing or misleading (to user pilots) marking/lighting of runways, taxiways, or taxilanes, including displaced or relocated thresholds.

(m) Water, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates visibility of runway/taxiway marking or lighting.

(n) Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of airport operations area.

(o) Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, or aprons, or in related safety areas.

(p) Inadequate barricading or other marking which is placed to separate construction or maintenance areas from open aircraft operating areas.

(q) Failure to control vehicle and human access to open aircraft operating areas.

(r) Construction/maintenance activities or materials which could hamper the response of aircraft rescue and firefighting (ARFF) equipment from reaching all aircraft or any part of the runway/taxiway system, runway approach and departure areas, and aircraft parking locations.

(s) Bird attractants on airport, such as edibles (food scraps, etc.), miscellaneous trash, or ponded water.

(7) The Contractor shall conduct activities so as not to violate any safety standards contained herein. The Contractor shall inspect all construction and storage areas as often as necessary and promptly take all steps needed to prevent/remedy any unsafe or potentially unsafe conditions/activities discovered.

(8) Before actual commencement of construction activity, the Contractor shall notify in writing, at least 72-hours in advance, Airport Operations and the Engineer of his intentions to begin construction, stating the proposed time, date, and area of which commencement is to occur in order for the appropriate Notice-to-Airmen (NOTAM) to be issued.

Upon completion of work and return of all related areas to standard conditions, the Contractor shall again notify Airport Operations and the Engineer in writing, and describe the area that is complete and available for normal airport operations.

(9) *Debris.* Debris, waste and loose material or any other FOD (including dust and dirt) capable of causing damage to aircraft landing gear, propellers or being ingested in jet engines shall not be allowed on active aircraft movement areas or adjacent infield areas. Materials observed to be within these areas shall be removed immediately and/or continuously by the Contractor. The Contractor shall be required to have a sweeping machine and operator on site, ready at all times during construction activity. Where travel on or across runways, ramp areas, taxiways, or aircraft aprons are required, the Contractor shall provide adequate personnel and equipment to keep such surfaces clear of debris. Closed pavements shall be swept clean prior to reopening to aircraft traffic.

(10) *Flagmen.* In accordance with the specifications, the Contractor shall furnish, at his own expense, flagmen as necessary to control his traffic unless otherwise directed by the Engineer.

(11) *Trenches, Excavations and Stockpiled Material.* Open trenches or excavations exceeding 3-inches in depth and 3-inches in width or stockpiled material will not be permitted within the limits of restricted areas of operational runways or taxiways. Covering for open trenches or excavations shall be of sufficient strength to support the weight of the heaviest aircraft operating on the runway or taxiway.

(12) Construction in Proximity to Active Runways and Taxiways.

*Taxiway Sides.* If appropriate construction/maintenance NOTAM has been issued, construction is permissible as close as the dimensions shown on the phasing plans provided that all Airport Operations and FAA criteria are met. This dimension(s) shall be clearly marked in the infield areas with warning flags at 10-foot intervals.

(13) *Equipment Height Restrictions.* Maximum permissible equipment height varies by location and by construction phase. Maximum equipment height requirements shall be in accordance with Part 77. Atop all equipment booms shall be mounted the white and orange checkered flag described in Paragraph 003-3.4. The top 10-feet of these booms shall be painted fluorescent orange and they shall be equipped with a red obstruction light. Any crane erections shall be coordinated with Operations and the Engineer during every shift.

(14) Miscellaneous.

(a) Open flame, welding or torch cutting operations is prohibited unless adequate fire and safety precautions have been taken and the procedure has been approved by the Engineer.

(b) All materials and equipment when not in use shall be placed in approved areas where they will not constitute a hazard to aircraft operations and not penetrate clearance height restrictions as shown on the Construction Restriction Plan(s). All equipment shall be parked in the appropriate area(s) when not in use.

(c) The Contractor shall provide the Safety/Security Manager with a current list of all employees working on the airport. The list shall be maintained current by the Contractor and subcontractors.

(d) Except for emergencies, all contact with airport personnel shall be made through the Engineer. For emergencies involving safety (injuries, fires, security breaches, etc.), the Contractor shall make direct contact with Airport Operations followed by notification to the Engineer as soon as possible.

**003-5.2 HAZARD MARKING.** Hazard-marking barricades, traffic cones, flashers, etc. should be used: to identify and define the limits of construction making them visible to aircraft, personnel, or vehicles; to identify hazards such as open manholes, small areas under repair, stockpiled material, waste areas, etc.; to prevent aircraft from taxiing onto a closed runway for takeoff; and to identify FAA, airport, and cables, power lines, instrument landing system (ILS) critical areas, and other sensitive areas to prevent damage, interference, and facility shutdown. Hazardous areas, in which no part of an aircraft may enter, should be indicated by the use of barricades marked with diagonal, alternating orange and white stripes. The barricades should be supplemented with alternating orange and white flags, and installed so that they are always in the extended position and properly oriented. During reduced visibility or night hours, the barricades should be supplemented with flashing red lights. The intensity of the lights and spacing for barricades, flags, and lights should be adequate to delineate the hazardous area without ambiguity. The Contractor shall have a designated person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades.

**003-5.3 CONSTRUCTION AREA MARKING AND LIGHTING.** Low profile lights, retro-reflective taxiway edge markers, low level barriers, and warning flags shall be provided and erected by the Contractor as shown on the plans or as directed by the Engineer. All construction areas, including closed runways and taxiways, should be clearly and visibly separated from active air operation areas. Hazard areas, facilities, cables, and power lines should also be clearly identified by the Contractor. The Contractor is responsible for maintaining the condition and visibility of all markers identifying above-mentioned areas and that marking and lighting aids remain in place. Alternating orange and white flaglines, traffic cones, omnidirectional red flashers, and/or signs



should be used as necessary to clearly separate all construction/maintenance areas from other parts of the AOA. All barricades, temporary markers, flaglines supports, and other objects placed and left in safety areas on any open runway, taxiway, or taxilane should be: as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; weighted down or sturdily attached to the surface to prevent displacement from propwash, jet blast, wing vortex, or other surface wind currents; and if affixed to the surface, frangible at ground level.

**003-5.4 CONSTRUCTION NEAR NAVIGATIONAL AIDS.** Construction materials and equipment shall not be placed or parked where they may interfere with the line-of-sight of the ATCT and navigational aids in operation. The City of Flagstaff shall determine if any materials or equipment will cause any type of interference.

**003-5.5 CONSTRUCTION SITE ACCESS AND HAUL ROADS.** The Contractor should submit specific proposed ingress and egress routes associated with specific construction activities to the Engineer for evaluation and review prior to commencing construction activities. Aircraft Rescue and Firefighting (ARFF) vehicles shall not be impeded at any time when traveling on access roads, haul roads, taxiways, and runways

**003-5.6 TRENCHES AND EXCAVATIONS.** Open trenches and excavations at the construction site outside of the RSA should be prominently marked with red or orange flags, as approved by the Engineer, and lighted with red light units during hours of restricted visibility or darkness.

Excavations and open trenches may be permitted up to the edge of structural taxiways provided the drop-off is adequately signed, marked, and lighted and the appropriate NOTAM is issued.

**003-5.7 CONSTRUCTION MATERIALS STOCKPILING AND EQUIPMENT STORAGE.** There shall not be any equipment storage in the active runway and active taxiway safety areas or in the infield areas. Refer to the Special Provisions Specification for limitations on stockpiled material. Stockpiled materials and equipment should be prominently marked with red flags and lighted during hours of restricted visibility or darkness if in the air operations area. Stockpiled material or equipment should not be stored near aircraft turning areas or operational movement areas, aprons, or excavations and trenches. Stockpiled materials or equipment should not be stored near NAVAIDs, visual or approach aids, nor should they obstruct the ATCT's line of sight to any runway or taxiway. The Contractor should ensure that stockpiled construction materials and equipment do not cause degraded or hazardous conditions to airport operations safety. This includes determining and verifying that stockpiled materials and equipment are stored or parked at an approved location, that they are properly stowed to prevent foreign object debris (FOD), attraction by wildlife, or obstruction of air operations either by their proximity to NAVAIDs or to aircraft movement areas.

**003-5.8 OTHER LIMITATIONS ON CONSTRUCTION.** Open flame welding or torch cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved for use by the Engineer. Under no circumstances should flare pots be used near aircraft turning areas.

**003-5.10 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.** Waste and loose materials capable of causing damage to aircraft landing gears or propellers or capable of being ingested in jet engines should not be left or placed on or near active aircraft movement areas. Materials tracked onto these areas should be continuously removed during the construction project. It is also recommended that waste or loose materials which would attract wildlife be carefully controlled and removed on a continuous basis. A minimum of one (1) operational vacuum sweepers and an operator, and one (1) 4M water truck with an operator, shall be on-site and operating continuously while the Contractor and/or any subContractor is working on airfield pavements.

**003-5.11 RUNWAYS AND TAXIWAYS.** Nothing shall be placed upon runways, taxiways, taxilanes, or aprons without authorization from the City of Flagstaff.

### **CONTRACTOR QUALITY CONTROL**

**003-6.1** The Contractor shall be responsible for developing and implementing a Contractor Quality Control Program including inspections necessary to assure compliance with the requirements of this section in accordance with Item P-100 of the Civil Technical Specifications.

### **METHOD OF MEASUREMENT**

**003-7.1** No separate measurement for Airport Safety and Security will be made and shall be considered incidental and included in other items of work. All costs associated with Airport Safety and Security are to be included in other items for which payment is made.

**END ITEM M-003**

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Justyna Costa, Housing & Grants Administrator  
**Date:** 08/13/2012  
**Meeting Date:** 09/04/2012



---

**TITLE:**

**Consideration and Approval of Acceptance of Grant Funding:** Fiscal Year 2012/2013 Community Development Block Grant Funds (CDBG).

**RECOMMENDED ACTION:**

Authorize acceptance of grant funding in the amount of \$532,465 from the United States Department of Housing and Urban Development (HUD) for the FY 2012/2013 Community Development Block Grant (CDBG) Program.

**Policy Decision or Reason for Action:**

Approval of the Grant Agreement is necessary for receipt of federal funds for the City's CDBG program.

- Decision Points: There are no subsidiary decisions that must be made prior to considering this matter.

**Financial Impact:**

Approval of the Grant Agreement will bring \$532,465 into the Flagstaff community and will provide funding for eight CDBG contracts previously approved by City Council via Resolution No. 2012-16. The 2012/2013 CDBG allocation is \$532,465. In addition, the City of Flagstaff is able to combine program income and reallocated funds from previous years to increase the funds available for allocation. Total program income and reallocated funds equal \$52,605.28 for a grand total of \$585,070.28 available for 2012/2013 allocation.

**Connection to Council Goal:**

Livability through good neighborhoods, affordable housing and varied recreational activities.

**Has There Been Previous Council Decision on This:**

On April 17, 2012 City Council allocated these funds for this purpose as part of the 2012/2013 CDBG Annual Action Plan Process. HUD has now approved the Annual Action Plan and is ready to execute the attached Grant Agreement.

**Options and Alternatives**

- Option 1: Authorize the acceptance of funds.
- Option 2: Not authorize the acceptance of funds and discontinue the City's CDBG program.

On an annual basis, the City of Flagstaff receives Community Development Block Grant (CDBG) funds from the US. Department of Housing and Urban Development (HUD). As a part of the CDBG program the City of Flagstaff is required to submit an Annual Action Plan in May of each year detailing how funding will be spent. On April 17, 2012 City Council approved Resolution No. 2012-16 approving the FY 2012/2013 Annual Action Plan and distributing the Community Development Block Grant Funds. HUD has approved the Annual Action Plan and has issued the Grant Agreement for consideration of approval by the City of Flagstaff.

The City of Flagstaff first became a CDBG entitlement community in 1996. The City's Housing Section has extensive history and experience in successful administration of the CDBG program.

CDBG funds, leveraged with other private and public funds over the past 16 years, have resulted in benefits to thousands of Flagstaff residents. FY 2012/2013 CDBG funds will be used to fund the following programs:

- BOTHANDS, Inc. – Financial Assistance Program - \$110,000
- BOTHANDS, Inc. – Acquisition/Rehabilitation - \$60,000
- Catholic Charities – Minor Rehabilitation of Transitional Housing - \$37,000
- City of Flagstaff – Owner Occupied Housing Rehabilitation - \$110,000
- Flagstaff Shelter Services – Shelter Rehabilitation - \$79,070.28
- Coconino County – Housing Stabilization - \$52,000
- Flagstaff Shelter Services – Operational Assistance - \$29,000
- City Indirect and Program Administration - \$108,000

Consult - Annually, the City conducts a minimum of two public forums to solicit information on housing and community development needs. A formal proposal and extensive public participation process was conducted as part of the Annual Action Planning process for the initial allocation of CDBG funds.

- o Option 1: Authorize the acceptance of funds.
- o Option 2: Not authorize the acceptance of funds and discontinue the City's CDBG program.

**Date of Council Approval:**

**Attachments:** FY 2012 CDBG Grant Agreement

Form Review		
Inbox	Reviewed By	Date
Housing Manager	Sarah Darr	08/16/2012 02:49 PM
Grants Manager	Stacey Brechler-Knaggs	08/22/2012 08:47 AM
Finance Director	Rick Tadder	08/22/2012 02:25 PM
Community Development Director	Mark Landsiedel	08/23/2012 09:06 AM
Legal Assistant	Vicki Baker	08/23/2012 09:07 AM
Deputy City Attorney	Vicki Baker	08/23/2012 09:07 AM
DCM - Jerene	Jerene Watson	08/23/2012 01:39 PM
Deputy City Attorney	Michelle D'Andrea	08/23/2012 02:19 PM
Form Started By: Justyna Costa		Started On: 08/13/2012 08:52 AM





# Funding Approval/Agreement

Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No.  
2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Flagstaff		3a. Grantee's 9-digit Tax ID Number: 86-6000244	3b. Grantee's DUNS Number: 088302625	4. Date use of funds may begin (mm/dd/yyyy): 07/01/2012
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 211 W. Aspen Avenue Flagstaff, AZ 86001		5a. Project/Grant No. 1 B-12-MC-04-0510		6a. Amount Approved \$532,465
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)

Grantee Name

Maria F. Cremer

Title

Title

Director, Office of Community Planning and Development

Signature

Date (mm/dd/yyyy)

JUL - 9 2012

Signature

Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one)

- ☒ a. Entitlement, Sec 106(b)  
☐ b. State-Administered, Sec 106(d)(1)  
☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B)  
☐ d. Indian CDBG Programs, Sec 106(a)(1)  
☐ e. Surplus Urban Renewal Funds, Sec 112(b)  
☐ f. Special Purpose Grants, Sec 107  
☐ g. Loan Guarantee, Sec 108

8. Special Conditions (check one)

- ☐ None  
☒ Attached

9a. Date HUD Received Submission  
05/08/2012

9b. Date Grantee Notified

JUL 27 2012

9c. Date of Start of Program Year  
07/01/2012

10. check one

- ☒ a. Orig. Funding Approval  
☐ b. Amendment  
Amendment Number

11. Amount of Community Development

Block Grant

a. Funds Reserved for this Grantee

FY (2012)

\$532,465

b. Funds now being Approved

\$532,465

c. Reservation to be Cancelled (11a minus 11b)

12a. Amount of Loan Guarantee Commitment now being Approved

N/A

12b. Name and complete Address of Public Agency

N/A

## Loan Guarantee Acceptance Provisions for Designated Agencies:

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

N/A

Title

Signature

## HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)

Date Entered LOCCS (mm/dd/yyyy)

Batch Number

Transaction Code

Entered By

Verified By

## 8. SPECIAL CONDITIONS

E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

## ADDENDUM TO GRANT AGREEMENT FOR CDBG PROGRAM

In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

**Grant Agency: U.S. Department of Housing and Urban Development**  
**Project Title: FY 2012 Community Development Block Grant (CDBG)**  
**Grant Number: B-12-MC-04-0510**

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

*Michelle D'Andrea*  
City Attorney

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Justyna Costa, Housing & Grants Administrator  
**Date:** 08/13/2012  
**Meeting Date:** 09/04/2012



---

**TITLE:**

**Consideration and Approval of Intergovernmental Agreement:** Housing Stabilization Program.

**RECOMMENDED ACTION:**

Approve the Intergovernmental Agreement with Coconino County for the administration of the Coconino County Housing Stabilization Program in the amount of \$52,000 in the 2012/2013 Community Development Block Grant (CDBG) Funds.

**Policy Decision or Reason for Action:**

Approval of the IGA is necessary for Coconino County to receive CDBG funds for the administration of the Housing Stabilization Program.

- Decision Points: There are no subsidiary decisions that must be made prior to considering this matter.

**Financial Impact:**

Coconino County will receive \$52,000 in 2012/2013 CDBG funds. These funds were budgeted as part of the 2012/2013 Annual Action Plan process.

**Connection to Council Goal:**

Livability through good neighborhoods, affordable housing and varied recreational activities.

**Has There Been Previous Council Decision on This:**

On April 17, 2012 City Council allocated these funds for this purpose as part of the 2012/2013 CDBG Annual Action Plan Process.

**Options and Alternatives**

- Option 1: Approve the IGA
- Option 2: Modify the IGA and approve at a later time.
- Option 3: Do not approve the IGA and reallocate \$52,000 in CDBG funds to another eligible activity.

**Background/History:**

On April 17, 2012 City Council approved Resolution No. 2012-16 approving the 12/13 Annual Action Plan and distributing \$585,070.28 in Community Development Block Grant Funds. As part of that distribution, the City Council approved \$52,000 for the Housing Stabilization Program based on the proposal for use of funds submitted by Coconino County Community Services. The use of funds for this purpose has also been approved by HUD. The Housing Stabilization program maintains or re-establishes housing for individuals and families in the City of Flagstaff who are, or may face being, homeless in most cases due to eviction or foreclosure.

For over 10 years, the County has successfully administrated a housing stabilization program for City of Flagstaff residents and is the largest provider of emergency crisis and long term case management services in Coconino County. The County is the Community Action Agency for Coconino County. With a service area of 18,000 square miles, the County is challenged to provide effective integrated services in this primarily rural environment.

**Key Considerations:**

The County has extensive history and experience in the provision of emergency services and in particular, housing stability and homelessness. To be eligible for the Housing Stabilization Program requires that the household: Reside in the City limits of Flagstaff; face the possibility of a mortgage foreclosure or pending eviction notice or have move-in confirmation for a new residence; meet the income eligibility criteria of 80% of the Area Median Income ( AMI); and participate in Coconino County Community Services Department's case management program.

**Community Benefits and Considerations:**

Provision of housing assistance in the form of annual one time eviction or mortgage foreclosure assistance allows low income Flagstaff families to stay in their homes when faced with a financial crisis. This enables families to maintain stable, suitable living environments and facilitates a more stable community. The CDBG funding for the Housing Stabilization Program is pure program dollars used for direct housing stabilization services, with zero dollars spent on program administration. This grant will provide 198 people with assistance.

**Community Involvement:**

Collaborate - The City conducted a formal proposal and extensive public participation process as part of the Annual Action Planning process for the initial allocation of CDBG funds. The County was the only agency that applied to utilize CDBG funds for a Housing Stabilization program.

**Expanded Options and Alternatives:**

- Option 1: Approve the IGA.
- Option 2: Modify the IGA and approve at a later time.
- Option 3: Do not approve the IGA and reallocate \$52,000 in CDBG funds to another eligible activity.

**Date of Council Approval:**

---

<b>Attachments:</b>	<u>IGA - Housing Stabilization</u> <u>Exhibit A - Special Conditions of the Agreement</u> <u>Exhibit B - Request for Payment</u> <u>Exhibit C - Budget</u> <u>Exhibit D - Monthly Performance Report</u> <u>Exhibit E - Schedule</u>
---------------------	---

---

## Form Review

Inbox	Reviewed By	Date
Housing Manager	Sarah Darr	08/13/2012 08:53 AM
Grants Manager	Stacey Brechler-Knaggs	08/13/2012 12:12 PM
Finance Director	Rick Tadder	08/13/2012 01:46 PM
Community Development Director	Mark Landsiedel	08/14/2012 05:23 PM
Legal Assistant	Vicki Baker	08/14/2012 05:55 PM
Deputy City Attorney	Michelle D'Andrea	08/14/2012 06:08 PM
DCM - Jerene	Jerene Watson	08/15/2012 08:12 AM
Form Started By: Justyna Costa		Started On: 08/13/2012 07:57 AM
Final Approval Date: 08/15/2012		

After recording, return to:  
City Clerk  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, AZ 86001

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**Coconino County**  
**and**  
**City of Flagstaff**  
**for the**  
**Housing Stabilization Program**

This Intergovernmental Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between and the **CITY OF FLAGSTAFF**, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("City"), and **COCONINO COUNTY**, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona ("County").

**RECITALS**

A. The City wishes to use Community Development Block Grant funds to conduct a Housing Stabilization program for approximately one hundred and ninety eight (198) low income households in the City of Flagstaff.

B. The County, acting through its Community Services Department, is willing to contract with the City to provide eligible households with foreclosure/eviction prevention services and short-term shelter and move-in assistance through the Housing Stabilization program.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for services or the joint exercise of powers common to both, and the inherent powers of each party to protect the health and welfare of its constituents, and in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

**1. Statement of Work.**

The County agrees that it will use the funds provided to it under this Agreement by the City to provide eligible households with foreclosure/eviction prevention services and short-term shelter and move-in assistance (the "Project"). County will provide administrative and program related costs and will use the funds provided by the City in assisting eligible households to obtain foreclosure/eviction prevention services and short-term shelter and move-in assistance in accordance with the Special Conditions of the Agreement, attached as Exhibit A.

## **2. Payments by City to County.**

- 2.1 Project Funds. City will pay the County an amount not to exceed Fifty Two Thousand Dollars (\$52,000.00) to be expended by the County as described in Section 1, Statement of Work. The County agrees to be responsible for all sums in excess of this amount which are necessary to complete the Project.
- 2.2 Payments. City will pay Project funds to the County as reimbursement payments. The City will reimburse County for work which is complete in amounts that are approved by the City. To request payments, County will submit the Request for Payment Forms in the format attached to this Agreement as Exhibit B. County will submit all payment requests by line item and activity in conformance with the budget attached to this Agreement as Exhibit C and incorporated in this Agreement by reference. Only Project expenses incurred during the duration of this Agreement will be eligible for reimbursement. Reimbursement invoices must be received no later than sixty (60) days after expiration of this Agreement.
- 2.3 Budget Changes. If County requires variances from the budget in Exhibit C, County will submit a new budget to the City with a written request for authorization of a budget amendment. City staff is authorized to approve or reject budget amendments from CDBG funds.
- 2.4 Funding Contingent. County acknowledges and agrees that the City's ability to fund the Project is contingent upon its receipt of CDBG funding from the U.S Department of Housing and Urban Development in an amount sufficient to fund the City's 2012/2013 proposed allocations of CDBG funds.

## **3. Disposition of Program Income.**

"Program Income" means gross income received by the County directly generated from the use of CDBG funds as described in 24 C.F.R. 570.500. The use of Program Income by the County shall comply with the requirements set forth in 24 C.F.R. 570.504. Any Program Income received by the County shall be transferred to the City of Flagstaff within thirty (30) days of receipt.

## **4. Administrative Requirements for Expenditure of CDBG Funds.**

- 4.1 Accounting. The County shall comply with the requirements and standards of OMB Circular No. A-87 and with OMB Circular A-102. The County's financial management system shall include, at a minimum accurate, current and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.



- 4.2 Procurement. The County shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-102, Procurement Standards and the standards set forth in 24 C.F.R. Part 85.36 except with respect to price limits. County procurement outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, notwithstanding OMB Circular A-102 and 24 C.F.R. Part 85.36. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The County shall maintain an inventory of all equipment, furniture and non-expendable personal property purchased with CDBG Funds.
- 4.3 Internal Controls. The County will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. County financial policies and lines of authority shall be reviewed during monitoring visits defined in Section 4.
- 4.4 Monitoring. The County agrees to cooperate and provide all information necessary for the City to monitor the County periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance and any other item of concern relating to the use of CDBG Funds and the provisions defined in this Agreement. The monitoring may take the form of at least one site visit of County's place of business and other various requests for information.
- 4.5 Documentation and Record-Keeping. The County shall maintain all records required by the Federal Regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- 4.5.1 Records providing a full description of each activity undertaken;
  - 4.5.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - 4.5.3 Records required to determine the eligibility of activities;
  - 4.5.4 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - 4.5.5 Financial records as required by 24 C.F.R. Part 570.502, and OMB Circular A-102; and

- 4.5.6 Other records necessary to document compliance with Subpart K of 24 C.F.R. 570.
- 4.5.7 Records as required to comply with the requirements of the Community Planning and Development Outcome Performance Measurement System as published in the Federal Register on March 7, 2006 and associated HUD guidance.
- 4.6 Records Retention. The County will retain all records pertinent to the expenditures incurred under this agreement for a minimum period of five (5) years after the Agreement closure. If litigation, claims, audits, negotiations, or other actions that involve any of the records cited have started before the end of the ten year period, then such records must be retained until completion of the actions and resolution of all issues, or expiration of the ten-year period, whichever occurs later.
- 4.7 Client Data. The County shall maintain client data demonstrating client eligibility for services provided. Such information shall be made available to City monitors or their designees for review upon request. Such data shall include, but not be limited to:
  - 4.7.1 Client name
  - 4.7.2 Address
  - 4.7.3 Income level and AMI percentage
  - 4.7.4 Race and ethnicity
  - 4.7.5 Special Need
  - 4.7.6 Household size
  - 4.7.7 Description of service provided
  - 4.7.8 Number of female headed households
  - 4.7.9 Amount of leverage
  - 4.7.10 Number of individuals and households assisted to avoid homelessness
  - 4.7.11 Number of individuals and households assisted to transition out of homelessness
- 4.8 Disclosure. The County understands that some of client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or County's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.
- 4.9 Audits and Inspections. All County records, with respect to any matters covered by this Agreement, shall be made available to the City, its designees, or the Federal Government, at any time during normal business hours, as often as the City or Federal Government deems necessary until all required records destroyed

or are turned over to the City of Flagstaff or Federal Government to audit, examine, and make excerpts or transcripts of all relevant data provided. Any deficiencies noted in audit reports must be fully cleared by the County within 30 days after receipt by the County. Failure of the County to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The County hereby agrees to have an annual County audit conducted in accordance with current City policy concerning County audits and, as applicable, OMB Circular A-133.

- 4.10 Monthly Reports to City. During the entire Agreement period, the County shall prepare and submit to the City by the 15th of each month, a Monthly Performance Report, a form for which is attached as Exhibit D. The County agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to Federal, State and Local laws and regulations.
- 4.11 Program Income Reports to the City of Flagstaff. All program income must be reported on Request for Payment no later than 30 days following the receipt of the program income. During the Agreement period, the County shall report program income on all Request for Payment and Disbursement forms, subtracting program income from each payment request. After the Agreement expiration, County shall submit an annual financial report to the City, detailing CDBG generated program income received, interest earned and reuse of CDBG generated program income as approved per Section 1.4.
- 4.12 Reports to HUD. The County agrees to submit reports to HUD and the City as required, including but not limited to litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Act, Executive Order 11246, as amended and Executive Order 11053, or any reports as may be further required.
- 4.13 Close-Out Report. The County's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the County written notification that a Close Out Report is due when one of the following obligations have been met, and the County shall submit the Close-out Report attached in that letter within sixty (60) days of receiving this notification:
- 4.13.1 The CDBG Funds stated in Section 1 have been expended and the Statement of Work has been completed;

4.13.2 The Agreement has expired; or

4.13.3 The Statement of Work has been completed.

4.14 Certification of Completion. City will provide the County with a letter that certifies completion of the Project upon satisfactory completion of the Close-Out Report and submission of all required documentation by the County. The City shall not unreasonably withhold such certification.

4.15 Financial Audit. The County shall submit a financial audit and management letter to the City within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

## **5. Reversion of Assets Upon Expiration or Termination of Agreement.**

Upon expiration or termination of this Agreement, County shall transfer to the City any CDBG funds paid by the City to the County under this Agreement and which are on hand at the time of expiration or termination, as well as any accounts receivable attributable to the use of CDBG funds, as provided by 24 C.F.R. 570.504(b)(8). County shall also transfer to the City any and all assets purchased with CDBG funds including, but not limited to, equipment furniture and unused materials or supplies.

## **6. Duration; Suspension and Termination.**

This duration of this Agreement shall be for 365 days from the issuance of the City's Notice to Proceed and in accordance with the Schedule of Completion attached to this Agreement as Exhibit E and incorporated by reference, unless sooner terminated as provided in this Agreement. City may suspend or terminate this Agreement if County fails to comply materially with any term of this Agreement as provided in 24 C.F.R. 85.43. This Agreement may be terminated for convenience in accordance with 24 C.F.R. 88.44. City may also terminate this Agreement in accordance with Section 18, below.

## **7. Indemnification.**

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of noncompliance with State or Federal law or arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

## **8. Notices and Communication Between the Parties.**

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the parties' representatives to be notified, or to such other address notice of which is given in accordance with this Section 8:

If to the City:

Justyna Costa  
Housing and Grants Administrator  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

If to the County:

Norma Gallegos  
Program Manager  
Coconino County Community Services  
2625 N. King Street  
Flagstaff, Arizona 86004

Copy to:

City Manager  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

## **9. Authority to Contract.**

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authorize the same.

## **10. Compliance with All Laws.**

County shall comply with all applicable Federal, State and local laws, regulations and standards, including but not limited to the following provisions of Title 24 of the Code of Federal Regulations:

570.600	General.
570.601	Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
570.602	Section 109 of the Act.
570.603	Labor standards.
570.604	Environmental standards.
570.605	National Flood Insurance Program.
570.606	Displacement, relocation, acquisition, and replacement of housing.

570.607 Employment and contracting opportunities.  
570.608 Lead-based paint.  
570.609 Use of debarred, suspended or ineligible contractors or subrecipients.  
570.610 Uniform administrative requirements and cost principles.  
570.611 Conflict of interest.  
570.612 Executive Order 12372.  
570.613 Eligibility restrictions for certain resident aliens.  
570.614 Architectural Barriers Act and the Americans with Disabilities Act.  
24.100 *et seq.* Drug-Free Workplace Act of 1988 regulations

## **11. Dispute Resolution.**

If a dispute arises out of or relates to this agreement, and if the dispute cannot be settled through negotiation within forty-five (45) days of notification of the dispute, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted in Flagstaff, Arizona, under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org), with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators on the roster of the Coconino County Superior Court's Alternative Dispute Resolution Program. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This agreement does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona or Federal Rules of Civil Procedure.

## **12. Conflict of Interest.**

This Agreement may be terminated by either party without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes §38-511.F, in the event of the occurrence of any of the circumstances described in A.R.S. §38-511.A.

## **13. Entire Agreement.**

This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

## **14. Modification of Agreement.**

This Agreement may be amended at any time by written amendment approved by the governing bodies of the City and the County and executed by duly authorized representatives of both parties.

## **15. Waiver.**

No delay in exercising any right or remedy shall constitute a waiver of such right or remedy, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

**16. Severability.**

If any provision or provisions of this Agreement, or the application of such provision to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

**17. Acknowledgement of the Use of City's CDBG Funds.**

County shall acknowledge, during the term of this Agreement, City's contribution of CDBG funds for the Project in all instances where contributions to the Project are recognized or listed.

**18. Compliance with Federal Immigration Laws and Regulations.**

County warrants that it complies with all Federal immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. County acknowledges that pursuant to A.R.S. § 41-4401 (Laws 2008, Ch. 152, Sec. 8, effective September 30, 2008), a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty. The provisions of this section 21.2 must be included in any contract County enters into with any and all of its subcontractors who provide services under this Agreement or any related subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. "Services" include construction or maintenance of any structure, building or transportation facility or improvement to real property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**City of Flagstaff**

**Coconino County**

---

By: Kevin Burke  
City Manager

---

By: Carl Taylor  
Board of Supervisors Chair

Attest:

Attest:

---

City Clerk

---

Clerk of the Board

Approved as to form and as to authority  
granted by law:

---

City Attorney

Approved as to form and as to authority  
granted by law:

---

Deputy County Attorney



## **EXHIBIT A**

### **SPECIAL CONDITIONS OF THE AGREEMENT**

#### **1. PROGRAM ELIGIBILITY CRITERIA**

- 1.1 Eligibility for the Housing Stabilization Program requires that the household:
  - 1.1.1 Reside in the City limits of Flagstaff;
  - 1.1.2 Face the possibility of a mortgage foreclosure or pending eviction notice or have move-in confirmation for a new residence;
  - 1.1.3 Meet the income eligibility criteria of 80% of the Area Median Income (AMI) per the Technical Guide for Determining Income and Allowances for the HOME Program; and
  - 1.1.4 Participate in Coconino County Community Services Department's case management program.
- 1.2 County shall document and retain all client records with regard to program eligibility.

#### **2. SCOPE OF WORK**

- 2.1 County agrees to provide the necessary, personnel, equipment, office space, meeting space, supplies and services to conduct a Housing Stabilization Program, for approximately 198 households in the City of Flagstaff over a one-year period of time. The following parameters will apply to those households:
  - 2.1.1 Grant payment of \$300 for an initial eviction prevention, move in costs and mortgage assistance
  - 2.1.2 Grant payment cap of \$300 for short term shelter(motel)
  - 2.1.3 Grant payment cap of \$300 towards an additional emergency grant payment for housing
- 2.2 County will adhere to CDBG guidelines which stipulate an allowance for "emergency grant payments made over a period of up to three consecutive months directly to the provider of such items or services on behalf of an individual or family."
- 2.3 Once a client receives these emergency grant payments he or she won't be eligible for additional assistance from this program for a twelve-month period of time.
- 2.4 County will provide each household applying for assistance with an assessment of overall client strengths and needs, and will assist in the development of client-focused, results-oriented plans to help families progress toward stability. Using the framework of our established case management program supports the long term ability of the family to

maintain adequate housing. County will provide the following Case Management services, including but not limited to:

- 2.4.1 Determination of eligibility for potential clients;
- 2.4.2 Identification and resolution of immediate client crisis;
- 2.4.3 A program of incremental steps developed by the client and case management staff to implement a coordinated, integrated plan of action that enables the client to move through the crisis to become more self-supporting and stable;
- 2.4.4 Appropriate services and/or benefits will be identified, planned, obtained, provided, recorded, monitored and finalized;
- 2.4.5 Information and referral sources will be provided to all clients seeking assistance;
- 2.4.6 Collaboration and coordination with other appropriate service agencies will occur on a case by case basis;
- 2.4.7 Follow up will occur at regular intervals depending on the level of crisis. Those with more complex crises will be followed for longer periods of time;
- 2.4.8 Staff will advocate on behalf of families with landlords, mortgage companies, and others.

3. **PARAMETERS FOR TIME-LIMITED SHORT-TERM SHELTER ASSISTANCE**

- 3.1 No more than 10% of the proposed grant will be committed to short-term shelter assistance.
- 3.2 These funds will be targeted only to those seeking and eligible for move-in assistance.
- 3.3 Shelter assistance funds will be targeted towards families with children and to those who have significant medical issues.
- 3.4 Assessment process will be used to determine those who would be vulnerable to homelessness in their search process.
- 3.5 If other resources are available, the County will refer to those entities first.
- 3.6 There will be a maximum of a two-week stay for the household. This will be determined on a week to week basis.
- 3.7 There will be a \$300 cap for any motel stay.
- 3.8 These funds will target those who are currently Flagstaff residents rather than those seeking to relocate to Flagstaff.
- 3.9 Through the case management process, households will demonstrate that they are actively engaged in seeking housing.
- 3.10 An eligible applicant may receive short-term shelter assistance service once in a twelve-month period.

4. **PARAMETERS FOR ADDITIONAL EMERGENCY GRANT PAYMENTS:**

- 4.1 Those receiving CDBG funds must agree to participate in the case management program and meet with County case management staff on an ongoing basis. During those meetings, the County will ascertain participants' basic needs with regard to housing, as well as progress made towards goals established by participants. During this process, the case worker will determine if housing is in jeopardy.
- 4.2 The case worker will identify what potential options a client has to address a housing crisis.
- 4.3 Case workers will evaluate CDBG services received to date in order to ensure compliance with CDBG regulations.
- 4.4 If the client is actively participating in meeting established or revised goals *and* has limited options to resolve the documented housing crisis, he or she will be eligible to receive an additional emergency grant up to \$300.

<b>CITY OF FLAGSTAFF, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM</b>				May-12
<b>REQUEST FOR PAYMENT - FORM ONE (1)</b>				Program Year 2012
<b>I. IDENTIFICATION</b>				
1. Grantee: Coconino County Community Services - Housing Stabilization	(2) CDBG Contract No: <b>88C-12</b>	3. Request Number <b>1</b>	4. Amount Requested	

5. Make check payable and mail to: Coconino County Community Services, 2625 N King St, Flagstaff, AZ 86004

#### II. STATUS OF CBDG FUNDS

Expenditures					
(1) Budget Item #	(2) Item Name	(3) Application Budget	(4) Previous Expenditures	(5) Current Requested Amount	(6) Balance
1	Housing Stabilization	\$52,000.00	-	-	\$ 52,000.00
<b>TOTALS</b>		<b>\$ 52,000.00</b>	<b>-</b>	<b>-</b>	<b>\$ 52,000.00</b>

#### III. CERTIFICATION

I (we) certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above. I (we) also certify that the data recorded above is correct, that the amount of the request for payment is not in excess of current needs, and is anticipated to be disbursed with 10 days of receipt, as documented by the attached Disbursement Documentation Form (F-4).

Date:	Signature:	Title:
Date:	Signature:	Title:
<b>FOR CITY USE ONLY</b>		
GRANTS/CONTRACTS MANAGER: <input type="checkbox"/> Requested Amount Approved <input type="checkbox"/> Requested Amount Decreased		PROJECT MANAGER: Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>
BY: STACEY BRECHLER-KNAGGS	DATE	BY: JUSTYNA COSTA
		DATE

(3) Payment Request No. 1

(6) Prepared By

(d) \_\_\_\_\_



**Project Budget**  
**City of Flagstaff**  
**Community Development Block Grant (CDBG) Program**  
**Project : Housing Stabilization**  
**Implementing Agency: Coconino County Community Services**  
**Project No.: 88C-12**  
**Date: August 2012**

Households Served: 198		SOURCE 1	SOURCE 2	SOURCE 3	SOURCE 4	
Item and		PUBLIC	PRIVATE	IN-KIND	PROJECT	
Activity	Item / Activity Description	CDBG	FUNDING	FINANCING	TOTALS	
1	<b>Housing Stabilization</b>					
A	Eviction/Mortgage foreclosure prevention, move-in assist	\$ 46,800.00				\$46,800.00
B	Short Term Shelter Assistance	\$ 5,200.00				\$5,200.00
2	<b>Program Services</b>					
A	General Office Supplies				\$ 420.00	\$420.00
B	3 caseworkers, program coordinator, admin support @ 30% of ttl time				\$ 57,000.00	\$57,000.00
3	<b>Administration</b>					
A	Program administration @ 15%				\$ 7,892.00	\$7,892.00
4	<b>Indirect Costs</b>					
	Office space, phone, electricity, supplies, etc @ 23%				\$ 12,101.00	\$12,101.00
5	Leveraged Funding Sources for Housing Stability Activities					
A	HPRP(\$ allocated for Flagstaff)					
B	EA-County General Fund (\$ Allocated for Flagstaff)		\$ 33,000.00			\$ 33,000.00
C	DES/ESGP (\$ Allocated for Flagstaff)		\$ 50,000.00			\$ 50,000.00
D	DES/LIHEAP (\$ Allocated for Flagstaff)		\$ 640.00			\$ 640.00
E	DES/CSBG (\$ Allocated for Flagstaff)		\$ 50,000.00			\$ 50,000.00
F	TANF (\$ Allocated for Flagstaff)		\$ 11,000.00			\$ 11,000.00
	<b>CDBG TOTALS</b>					
	<b>Totals</b>	\$ 52,000.00	#####		\$ 77,413.00	\$274,053.00

# CITY OF FLAGSTAFF

# CDBG MONTHLY PERFORMANCE REPORT

**PROJECT TITLE:** Housing Stabilization - Coconino County Community Services

**COF PROJECT NUMBER: 88C-12**

**GRANT PROJECT NUMBER:** B-12-MC-06-0150

**DATE OF REPORT:****NOTICE TO PROCEED DATE:****CONTRACT EXPIRATION DATE:**

**PLEASE CHECK APPROPRIATE MONTH BELOW:**

1 <sup>st</sup> <input type="checkbox"/>	2 <sup>nd</sup> <input type="checkbox"/>	3 <sup>rd</sup> <input type="checkbox"/>	4 <sup>th</sup> <input type="checkbox"/>	5 <sup>th</sup> <input type="checkbox"/>	6 <sup>th</sup> <input type="checkbox"/>	7 <sup>th</sup> <input type="checkbox"/>	8 <sup>th</sup> <input type="checkbox"/>	9 <sup>th</sup> <input type="checkbox"/>	10 <sup>th</sup> <input type="checkbox"/>	11 <sup>th</sup> <input type="checkbox"/>	12 <sup>th</sup> <input type="checkbox"/>	13 <sup>th</sup> <input type="checkbox"/>
14 <sup>th</sup> <input type="checkbox"/>	15 <sup>th</sup> <input type="checkbox"/>	16 <sup>th</sup> <input type="checkbox"/>	17 <sup>th</sup> <input type="checkbox"/>	18 <sup>th</sup> <input type="checkbox"/>	19 <sup>th</sup> <input type="checkbox"/>	20 <sup>th</sup> <input type="checkbox"/>	21 <sup>st</sup> <input type="checkbox"/>	22 <sup>nd</sup> <input type="checkbox"/>	23 <sup>rd</sup> <input type="checkbox"/>	24 <sup>th</sup> <input type="checkbox"/>	25 <sup>th</sup> <input type="checkbox"/>	Final <input type="checkbox"/>

**SUBGRANTEE:**

**Coconino County Community Services 2625 N King Street, Flagstaff, Arizona 86003 (928) 522-7998**

NAME

ADDRESS

PHONE

**GRANTING AGENCY:**

**City of Flagstaff                      211 West Aspen, Flagstaff, Arizona 86001    (928) 779-7650 X7377**

NAME \_\_\_\_\_

ADDRESS

---

PHONE

**SUMMARY OF OVERALL PROJECT (e.g. goals, approaches, timetables):**

### SUMMARY OF ACTIVITIES TO DATE:

## CHALLENGES:



**LIST OTHER ATTACHMENTS AS NECESSARY:**

---

Signature

Date

**Attachment 1:**

- Client name
- Address
- Income level and AMI%
- Race and ethnicity
- Special needs
- Household size
- Description of service provided
- Number of female headed households
- Amount of leverage
- Number of individuals and households assisted to avoid homelessness
- Number of individuals and households assisted to transition out of homelessness

[illegible]

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 08/30/2012  
**Meeting Date:** 09/04/2012



---

**TITLE:**

**Consideration and Adoption of Resolution No. 2012-034:** *A resolution of the Flagstaff City Council repealing Resolution No. 2010-62 approving amendments to the City Council's Rules of Procedure, and approving new Rules of Procedure by motion.*

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2012-034 by title only.
- 2) Adopt Resolution No. 2012-034.
- 3) Approve the Flagstaff City Council Rules of Procedure dated September 4, 2012.

**Policy Decision or Reason for Action:**

Article II of the Flagstaff City Charter states that the Council shall determine its own rules and orders of business. These Rules of Procedure are amended from time to time and adoption of this resolution would repeal the prior amendments. Once the prior resolution is repealed, it is recommended that the Council approve the new Rules of Procedure by motion to allow them to become effective immediately, and in the future a resolution would not be required to make amendments, but rather amendments could be made by motion.

Subsidiary Decisions Points: None.

**Financial Impact:**

None.

**Connection to Council Goal:**

♦Effective governance.

**Has There Been Previous Council Decision on This:**

The Flagstaff City Council reviewed the proposed amendments at their August 24-25, 2012, Retreat.

**Options and Alternatives**

- 1) Continue with current Rules of Procedures
- 2) Make additional amendments

**Background/History:**

The Council reviewed and discussed changes to the Rules of Procedure at their recent Retreat. The primary changes being proposed are:

- 1) Changing Council meeting times to 4 PM and 6 PM on the first and third Tuesdays of each month
- 2) Changing Council executive session to 4 PM on the second and fourth Tuesdays, and workshops at 6 PM on these dates
- 3) Moving the fourth Tuesday meetings to the fifth Tuesday in those months with five Tuesdays
- 4) Rearranging agenda items
- 5) Clarifying motions

**Key Considerations:**

Repeal of the prior resolution will allow for approval of these new Rules of Procedure and then amendments that are made in the future may become effective immediately, rather than having to wait the normal 30 days.

**Community Benefits and Considerations:**

As discussed at the Retreat, these Rules will change some of the procedures followed at Council meetings, and help clarify motions for the Council, the public, and the record.

**Community Involvement:**

Inform

**Date of Council Approval:**

---

**Attachments:**    [Resolution No. 2012-34](#)  
                          [Rules of Procedure.Markup](#)  
                          [Rules.CleanVersion](#)

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Legal Assistant	Vicki Baker	08/30/2012 10:18 AM
City Attorney	Rosemary Rosales	08/30/2012 11:17 AM
DCM - Jerene	Jerene Watson	08/30/2012 11:44 AM
Form Started By: Elizabeth A. Burke		Started On: 08/30/2012 08:42 AM
Final Approval Date: 08/30/2012		

**RESOLUTION NO. 2012-34**

**RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA,  
REPEALING RESOLUTION NO. 2010-62 ADOPTED BY THE FLAGSTAFF  
CITY COUNCIL ON OCTOBER 5, 2010, APPROVING AMENDMENTS TO THE  
CITY COUNCIL'S RULES OF PROCEDURE**

WHEREAS, the Flagstaff City Council has discussed possible changes to its Rules of Procedure; and

WHEREAS, the City Council wishes to approve new Rules of Procedure; and

WHEREAS, the City Council wishes to repeal any and all prior resolutions adopting Rules of Procedure to enable new Rules of Procedure to be adopted and become effective immediately.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF,  
ARIZONA AS FOLLOWS:**

Section 1. Resolution No. 2010-62, adopted by the Flagstaff City Council on October 5, 2010, is hereby repealed.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 4th day of September, 2012.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

**RULES OF PROCEDURE**  
for the  
**FLAGSTAFF CITY COUNCIL**

**Rule 1**  
**GENERAL RULES**

[Flagstaff City Charter Art. II, §14]

**1.01 Rules of Procedure; Journal ~~[Flagstaff City Charter Art. II, §14]~~**

The Council shall determine its own rules and, orders of business, ~~conduct of public meetings~~, and shall provide for keeping a journal record of its proceedings. ~~The journal record~~ of proceedings shall be ~~a public record~~ open to public inspection.

**1.02 Written Rules, Order of Business, and Procedure**

These Rules, ~~order of business, and procedures~~ of Procedure of the Council shall be available to all interested citizens.

**Rule 2**  
**CODE OF CONDUCT & CONFLICTS OF INTEREST**

**2.01 Code of Conduct**

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public ~~officers~~ officials or employees.

**2.02 Participation and Voting Bar [A.R.S. §38-503]**

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

**Rule 3**  
**CITY OFFICIALS**

~~[Flagstaff City Charter Art. III]~~

~~**3.01 City Manager [Flagstaff City Charter Art. III]**~~

~~The City Manager shall attend all meetings of the Council, or in his or her absence, he or she shall designate a qualified administrative officer of the City to attend such meetings and to otherwise act on his or her behalf. The City Manager shall keep the Council fully advised as to the conditions, affairs, and needs of the City. He or she may make recommendations to the Council and may take part in discussions on all matters~~

~~concerning the welfare of the City. The City Manager shall have a seat, but no vote in the meetings of the governing body.~~

### ~~3.02 City Clerk [Flagstaff City Charter Art. IV, §2]~~

~~The City Manager shall, with the approval of the Council, appoint an officer of the City, who shall have the title of City Clerk, and who shall give notice of all Council meetings, keep the journal of the Council's proceedings, authenticate by his or her signature, and record in full in books kept for the purpose, all ordinances and resolutions, and perform such other duties as shall be required by the Charter, or by ordinance.~~

### ~~3.03 City Attorney [Flagstaff City Charter Art. IV, §4]~~

~~The City Attorney shall attend all meetings of the Council and serve as the Council Parliamentarian, or in his or her absence, designate an assistant city attorney to attend such meetings or to otherwise act on the City Attorney's behalf. The Council may, at any time, call upon the City Attorney for an oral or written opinion to decide any questions of law pertaining to City affairs.~~

### ~~3.04 Chief of Police~~

~~When requested by the City Manager, the Chief of Police, or such members of the Police Department as the Chief may designate, shall attend any regular or special meeting of the Council and serve as Sergeant-at-Arms, and shall keep the peace at such meetings as directed by the Chair.~~

### ~~3.05 Officials and Employees to Attend~~

~~When requested by the City Manager, the head of any department, division, or office of the City, or their designees, or any employee of the City, shall attend meetings of the Council, and confer with the Council on all matters relating to the City.~~

### ~~3.06 City Treasurer [Flagstaff City Charter Art. IV, §3]~~

~~The City Manager shall, with approval of the Council, appoint an officer of the City, who shall have the title of City Treasurer. When requested by the City Manager, the City Treasurer, or his or her designee, shall attend meetings of the Council, and shall provide adequate and current financial records and all pertinent data relating to the financial operation of the City.~~

## **Rule 4.3** **COUNCIL MEETINGS**

[Flagstaff City Charter Art. II, §12 and 13]

### **4.3.01 Regular Meetings**

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, July, September, October, November, and December, and on the fourth Tuesday of August ~~at noon and at 5:30 p.m.~~ unless a majority of the

Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

Regular meetings shall consist of a The noon 4:00 p.m. and 6:00 p.m. meeting. The 4:00 p.m. portion of the meeting will include Approval of Minutes, Appointments, Liquor License Hearings, Board and Commission Appointments, and all other matters Consent Items, and Routine Items. At the agenda review work session one week prior to the regular Council Meeting, the City Council may direct that determines should be any of the agenda items be moved to the placed on the noon 4:00 p.m. or 6:00 p.m. portion of the meeting at the previous Work Session Agenda Review. At the noon 4:00 p.m. meeting, the Council may vote to defer any item on that portion of the agenda the noon Meeting Agenda to the 5:30 p.m. 6:00 p.m. continuation of the meeting.

The 6:00 p.m. meeting is intended for items of specific interest to the community or items that may require extended discussions, as well as advertised public hearings. The agenda shall include carryover items from the 4:00 p.m. meeting, public hearings, regular agenda items, and discussion items.

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council. All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made in regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to notice requirements. All regular meetings of the Council shall be open to the public.

#### **43.02 Special Meetings [~~Flagstaff City Charter Art. II, §13~~]**

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be given personally, or by telephone, to each member of the Council, the City Manager, and the City Attorney, and shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 34.05 pertaining to emergency meetings shall be followed.

#### **43.03 Work/~~Study~~ Sessions and Agenda Review**

Work sessions are public meetings held for the following purposes: (1) for briefing Councilmembers on items included on the Council's regular meeting agenda, (2) for the discussion of long range plans and programs for which no immediate action is required, (3) for detailed discussion of matters which may soon be placed on a regular meeting agenda, and (4) for the exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter



into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work ~~or~~ **study** sessions every second, and fourth, and fifth Tuesday of each month at 6:00 p.m. When there are five Tuesdays in a month, work sessions will be held on the second and fifth Tuesdays. No meetings will be held on the fourth Tuesday of a five-Tuesday month or, except during the summer break and on the last Tuesday of December, at 5:30 p.m., unless otherwise agreed to by a majority of the Council.

The work session held the Tuesday prior to a regular Council meeting shall include ~~a~~ two reviews of the action items on the next week's regular Council agenda, including a determination as to which items shall be placed on the ~~non- 4:00 p.m.~~ meeting agenda or the 6:00 p.m. portion of the meeting agenda for the next regular meeting. ~~This~~ The preliminary review of the draft Council meeting agenda review shall be placed first on the work session agenda and will have as its purpose the identification of items that the Council designates for more detailed discussion after all other work session items have been discussed. In the final agenda review that shall occur as the last regularly scheduled item on the agenda, the Council may discuss will have as its purpose a preliminary Council discussion of items on the next week's agenda and give direction to the City Manager as to additional information needed. Public comment need not be taken, but may be accepted at the second agenda review, at the discretion of the Chair.

~~The City Council hereby agrees that, no~~ No work ~~or study~~ sessions will be held during the summer break period beginning on the day following the third Tuesday in July until the fourth Tuesday of August, unless called as a special meeting as provided in Section 43.02 of these Rules. ~~Work or study sessions are public meetings held for the following purposes: (1) for briefing Councilmembers on items included on the Council's regular meeting agenda, (2) for the discussion of long range plans and programs for which no immediate action is required, (3) for detailed discussion of matters which may soon be placed on a regular meeting agenda, and (4) for the exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent a polling or informal vote of the Council from giving staff direction on any matter under discussion for the purpose of giving City staff direction. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.~~

#### **43.04 Executive Sessions [A.R.S. §38-431.03]**

The Council may meet in, or recess into, executive session for all purposes allowed by law. The City Manager shall schedule any such meetings on the second and fourth Tuesdays at 4:00 p.m., or earlier as the need arises, prior to ~~any regular meeting or~~ work sessions ~~of the Council where possible,~~ but an executive session may be scheduled at any other time where circumstances require more immediate action. When there are five Tuesdays in a month, executive sessions shall be held on the second and fifth Tuesday at 4:00 p.m., or earlier, as needed. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or

during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

#### **43.05 Emergency Meetings [A.R.S. §38-431.02]**

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

#### **43.06 Minutes of Meeting [A.R.S. §38-431.01]**

Except as otherwise provided by state law, there shall be minutes ~~or a recording~~ of all Council meetings. Such minutes ~~or recording~~ shall include, but need not be limited to: (1) the date, time, and place of the meeting; (2) the members of the City Council recorded as either present or absent; (3) a general description of the matters considered; (4) an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and (5) the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material. Minutes of all meetings, except executive sessions, shall be open to public inspection.

### **Rule 54** **THE COUNCIL AGENDA**

#### **54.01 Procedures for Preparation of Council Agendas**

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be ~~disseminated available~~ to the Council, along with a staff summary by the Friday preceding the agenda review work session for the draft agenda and by the Friday preceding the regular meeting for the regular agenda. The City Manager shall review items submitted for timeliness and completeness of information and shall make a preliminary determination whether an item should be placed on the ~~4:00 p.m. Noon~~ or ~~6:00 5:30~~ p.m. portion of the regular meeting agenda.

The City Manager shall honor any request by a member of the Council to include an item on the Council Discussion portion of the agenda. A Councilmember may submit an item for consideration at any time ~~and the City Manager will place it in a queue with other Council requests to be placed on an agenda. The date and time of scheduling shall be weighted with other Council priority requests. The Council request for discussion of prior to the Monday before the date of distribution for a draft agenda, and~~ such item will be placed in the Council Discussion Section of the agenda ~~for Council discussion. Upon a majority vote of the~~ Council, ~~discussion items will be moved to a regularly-scheduled Council meeting placed as an action item on the agenda only upon a majority vote of the~~ discussion items will be placed in the Council Discussion Section of the agenda.

~~Council. This vote shall include a determination of the priority and the timeline for bringing the item for action or further discussion at a subsequent meeting.~~ The requesting Councilmember may, but is not required to, specify in a memorandum what discussion, action, or options are proposed.

~~The City Manager may submit any late items by addendum to the Council agenda, so long as such the addendum complies with the Arizona Open Meeting law.~~

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule ~~56~~. Copies of the agenda and any background material shall be disseminated to the Mayor, ~~and~~ the City Council in the manner prescribed by the Council; to, the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk, ~~and~~ shall be made available to the public no later than noon on the Friday preceding the Council meeting at which the agenda will be reviewed.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to ~~individual members of~~ the City Council.

## **Rule ~~65~~** **ORDER OF BUSINESS**

### **65.01 Regular Meeting Agenda**

The agenda for regular meetings of the City Council shall follow the following order:

#### **~~12:00 P.M. (NOON)~~ 4:00 P.M. MEETING**

Call to Order  
Roll Call  
Pledge of Allegiance and Reading of the Mission Statement  
Approval of Minutes of Previous Meetings  
Public Participation  
Proclamations and Recognitions  
~~Board and Commission~~ Appointments  
Liquor License Public Hearings  
Consent Items  
Routine Items\*  
Recess

#### **~~5:30~~ 6:00 P.M. MEETING**

Reconvene Regular Meeting  
~~Pledge of Allegiance, Reading of the Mission Statement, and Invocation~~  
Roll Call  
~~Approval of Minutes of Previous Meetings~~  
~~Public Participation, Proclamations, and Recognition of Outgoing Board and Commission Members~~  
Carryover Items from 4:00 p.m. portion of Meeting

Public Hearing Items

Regular Agenda

Discussion Items

Public Participation

Informational Items and Reports to/from Council and Staff, and Requests for Future Agenda Items

Adjournment

---

\*Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. ~~Ordinances and resolutions may never be placed on the Consent Agenda.~~ If related to a public hearing item on the agenda, ordinances or resolutions ~~may~~ shall be placed under Public Hearings. Items requested for consideration and discussion by a Councilmember and placed in the Council Discussion Section need not have a staff summary or staff review, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed. There will be no discussion of issues raised during public participation, information items and reports, or requests for future agenda items. The City Clerk shall enter into the minutes all consent items approved with one motion, and shall record separately action taken on those items considered separately.

### **Rule 76** **PRESIDING OFFICER**

[Flagstaff City Charter Art. II, §7 and §8]

#### **76.01 Mayor as Chair**

The Mayor, or in his or her absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

#### **76.02 Temporary Chair**

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority of those present, a Chair for the meeting.

### **Rule 87** **MEETING DECORUM AND ORDER**

#### **87.01 Decorum and Order among Councilmembers**

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under

debate and shall avoid all personal attacks and indecorous language. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any member may move to require him or her to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

#### **87.02 Decorum and Order among City Staff**

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.

#### **87.03 Decorum and Order among Citizen Participants**

Citizens attending Council meetings shall also observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks, or who becomes boisterous while addressing the Council during a Council meeting, may be removed from the room if so directed by the Chair, and such person shall be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair, who may direct the Sergeant-at-Arms to remove such offenders from the room. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the majority of the Council shall require the Chair to act. Political campaigning is prohibited. Any member of the public desiring to address the Council on any non-public hearing item may, and on any public hearing item shall be recognized by the Chair pursuant to Rule ~~940~~, shall state his or her name and ~~address~~ city of residence in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the Council.

Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Public Participation. Other than Public Participation, comments shall be limited to the business at hand.

**Rule 98**  
**RIGHT OF APPEAL FROM THE CHAIR**

**98.01 Process for Appeal**

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

**Rule 109**  
**PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS**

**109.01 Non-Public Hearing Discussions**

Any person wishing to speak on any matter on the agenda before the Council shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. The Chair need not accept public discussion on a non-public hearing item. If the Chair recognizes a speaker, the Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person, at the discretion of the Chair. The person desiring to speak shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

**109.02 Public Hearings**

- A. In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.
- B. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

C. Speakers may not cede any portion of their allotted time to another speaker.

C.D. The order of presentation and time limits shall be as follows:

- 1. Staff presentation (ten minute time limit, except with specific Council permission to exceed this limit).
- 2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
- 3. Council's questions to staff and applicant.

4. Public comment (three minutes for individual speakers, up to fifteen minutes for a representative of ten or more persons present at the meeting who have contributed their time to the representative),
5. Applicant's response, only upon applicant's specific request (5 minutes),
6. Staff's response (5 minutes),
7. Council deliberation and questions to staff and applicant.

~~D.E.~~ This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

### Rule ~~4410~~ RULES GOVERNING MOTIONS BY THE COUNCIL

#### ~~4410~~.01 Motion to be Stated by the Chair - Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

#### ~~4410~~.02 Motion to Suspend Rules

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion.

#### ~~4410~~.03 Motion to Change Order of Agenda

The Chair may, at his or her discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law. A motion to change the order of the agenda shall be out of order when used to consider items which have not been placed on the agenda.

#### ~~4410~~.04 Motion to Table

~~A motion to lay on the table shall preclude all amendments or debate on the subject under consideration. If the motion prevails, the consideration of the subject may be resumed only upon motion of a member voting with the majority of the members present.~~

A motion to table is used to delay discussion on an item until later in the meeting or until the next meeting. Neither the motion to table or other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.



### **10.05 Motion to Postpone**

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

### **1110.06 Motion to Divide the Question**

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member, shall divide the same.

### **1110.07 Motion to Amend**

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

~~On a motion to amend or “strike out and insert”, the to be amended shall first be read as it stands, then the words proposed to be stricken out and those to be inserted shall be read, and finally the paragraph as it would stand if so amended shall be read.~~

### **1110.08 Motion to Amend an Amendment**

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

### **1110.09 Motion to Reconsider**

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular meeting that occurs at least one week after the date the action was taken. In the event of a tie vote on a motion, any ~~councilmember~~ Councilmember may move for reconsideration at the next regular meeting of the City Council that occurs at least one week after the date the action was taken, but not thereafter. To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the city clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at a Council meeting. A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.



---

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda under Council Discussion Items at the request of any Councilmember. It shall require the sponsorship of four Councilmembers during Council Discussion to be placed on a future agenda as an action item. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

#### **4110.10 Motion for Roll Call Vote**

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

#### **Rule 42.11**

#### **MISCELLANEOUS PROVISIONS**

#### **4211.01 Prior Approval by Administrative Staff**

Except as to matters requested by individual Councilmembers under the Council Discussion Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his or her authorized representative, and shall have been examined for practicality by the City Manager or his or her authorized representative.

#### **4211.02 Placement of Items on Agenda~~s~~ for Council Action**

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted. In addition, ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced and sponsored by a member of the Council through the Council Discussion item process described in Rule ~~45~~.01.

#### **4211.03 No New Agenda Items after 10:00 p.m. except by Majority Vote.**

No new agenda items shall begin after 10:00 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 10:00 p.m., the Council may continue its deliberation or move to ~~table-postpone~~ that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Council meeting.

#### **4211.04 Robert's Rules**

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of

the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

#### **11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]**

---

A citizen or a group of citizens may present a written petition to the City Manager, who shall present it to the Council at its next regular meeting. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under "Council Discussion Items" to determine if there is Council interest in placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

**RULES OF PROCEDURE**  
for the  
**FLAGSTAFF CITY COUNCIL**

**Rule 1**  
**GENERAL RULES**

[Flagstaff City Charter Art. II, §14]

**1.01 Rules of Procedure; Journal**

The Council shall determine its own rules and orders of business, and shall provide for keeping a record of its proceedings. The record of proceedings shall be open to public inspection.

**1.02 Written Rules, Order of Business, and Procedure**

These Rules of Procedure of the Council shall be available to all interested citizens.

**Rule 2**  
**CODE OF CONDUCT & CONFLICTS OF INTEREST**

**2.01 Code of Conduct**

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public officials or employees.

**2.02 Participation and Voting Bar [A.R.S. §38-503]**

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

**Rule 3**  
**COUNCIL MEETINGS**

[Flagstaff City Charter Art. II, §12 and 13]

**3.01 Regular Meetings**

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, July, September, October, November, and December, and on the fourth Tuesday of August unless a majority of the Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

Regular meetings shall consist of a 4:00 p.m. and 6:00 p.m. meeting. The 4:00 p.m. portion of the meeting will include Approval of Minutes, Appointments, Liquor License Hearings, Consent Items, and Routine Items. At the agenda review work session one week prior to the regular Council Meeting, the City Council may direct that any of the agenda items be moved to the 4:00 p.m. or 6:00 p.m. portion of the meeting. At the 4:00 p.m. meeting, the Council may vote to defer any item on that portion of the agenda to the 6:00 p.m. meeting.

The 6:00 p.m. meeting is intended for items of specific interest to the community or items that may require extended discussions, as well as advertised public hearings. The agenda shall include carryover items from the 4:00 p.m. meeting, public hearings, regular agenda items, and discussion items.

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council. All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made in regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to notice requirements. All regular meetings of the Council shall be open to the public.

### **3.02 Special Meetings**

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be given personally, or by telephone, to each member of the Council, the City Manager, and the City Attorney, and shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 3.05 pertaining to emergency meetings shall be followed.

### **3.03 Work Sessions and Agenda Review**

Work sessions are public meetings held for the following purposes: (1) briefing Councilmembers on items included on the Council's regular meeting agenda, (2) discussion of long range plans and programs for which no immediate action is required, (3) detailed discussion of matters which may soon be placed on a regular meeting agenda, and (4) exchange of information between the staff and Council. No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work sessions every second and fourth Tuesday of each month at 6:00 p.m. When there are five Tuesdays in a month, work sessions will be held on the second and fifth Tuesdays. No meetings will be held on the fourth Tuesday of a five-Tuesday month or, on the last Tuesday of December, unless otherwise agreed to by a majority of the Council.

The work session held the Tuesday prior to a regular Council meeting shall include two reviews of the action items on the next week's regular Council agenda, including a determination as to which items shall be placed on the 4:00 p.m. meeting agenda or the 6:00 p.m. portion of the meeting agenda. The preliminary review of the draft Council meeting agenda shall be placed first on the work session agenda and will have as its purpose the identification of items that the Council designates for more detailed discussion after all other work session items have been discussed. In the final agenda review that shall occur as the last regularly scheduled item on the agenda, the Council may discuss items on the next week's agenda and give direction to the City Manager as to additional information needed. Public comment need not be taken, but may be accepted at the second agenda review, at the discretion of the Chair.

No work sessions will be held during the summer break period beginning on the day following the third Tuesday in July until the fourth Tuesday of August, unless called as a special meeting as provided in Section 3.02 of these Rules.

### **3.04 Executive Sessions [A.R.S. §38-431.03]**

The Council may meet in, or recess into, executive session for all purposes allowed by law. The City Manager shall schedule any such meetings on the second and fourth Tuesdays at 4:00 p.m., or earlier as the need arises, prior to work sessions, but an executive session may be scheduled at any other time where circumstances require more immediate action. When there are five Tuesdays in a month, executive sessions shall be held on the second and fifth Tuesday at 4:00 p.m., or earlier, as needed. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

### **3.05 Emergency Meetings [A.R.S. §38-431.02]**

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

### **3.06 Minutes of Meeting [A.R.S. §38-431.01]**

Except as otherwise provided by state law, there shall be minutes of all Council meetings. Such minutes shall include, but need not be limited to: (1) the date, time, and place of the

meeting; (2) the members of the City Council recorded as either present or absent; (3) a general description of the matters considered; (4) an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and (5) the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material. Minutes of all meetings, except executive sessions, shall be open to public inspection.

## **Rule 4**

### **THE COUNCIL AGENDA**

#### **4.01 Procedures for Preparation of Council Agendas**

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be available to the Council, along with a staff summary by the Friday preceding the agenda review work session for the draft agenda and by the Friday preceding the regular meeting for the regular agenda. The City Manager shall review items submitted for timeliness and completeness of information and shall make a preliminary determination whether an item should be placed on the 4:00 p.m. or 6:00 p.m. portion of the regular meeting agenda.

The City Manager shall honor any request by a member of the Council to include an item on the Council Discussion portion of the agenda. A Councilmember may submit an item for consideration at any time and the City Manager will place it in a queue with other Council requests to be placed on an agenda. The date and time of scheduling shall be weighted with other Council priority requests. The Council request for discussion of such item will be placed in the Council Discussion Section of the agenda. Upon a majority vote of the Council, discussion items will be moved to a regularly-scheduled Council meeting. The requesting Councilmember may, but is not required to, specify in a memorandum what discussion, action, or options are proposed.

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule 5. Copies of the agenda and any background material shall be disseminated to the Mayor and the City Council in the manner prescribed by the Council; to the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk; and shall be made available to the public no later than noon on the Friday preceding the Council meeting at which the agenda will be reviewed.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to the City Council.

**Rule 5**  
**ORDER OF BUSINESS**

**5.01 Regular Meeting Agenda**

The agenda for regular meetings of the City Council shall follow the following order:

**4:00 P.M. MEETING**

Call to Order  
Roll Call  
Pledge of Allegiance and Reading of the Mission Statement  
Approval of Minutes of Previous Meetings  
Public Participation  
Proclamations and Recognitions  
Appointments  
Liquor License Public Hearings  
Consent Items  
Routine Items\*  
Recess

**6:00 P.M. MEETING**

Reconvene Regular Meeting  
Roll Call  
Carryover Items from 4:00 p.m. portion of Meeting  
Public Hearing Items  
Regular Agenda  
Discussion Items  
Public Participation  
Informational Items and Reports to/from Council and Staff, and Requests for Future  
Agenda Items  
Adjournment

*\*Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.*

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. If related to a public hearing item on the agenda, ordinances or resolutions shall be placed under Public Hearings. Items requested for consideration and discussion by a Councilmember and placed in the Council Discussion Section need not have a staff summary or staff review, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed. There will be no discussion of issues raised during public participation, information items and reports, or requests for future agenda items. The City Clerk shall enter into the minutes all consent items approved with one motion, and shall record separately action taken on those items considered separately.

**Rule 6**  
**PRESIDING OFFICER**

[Flagstaff City Charter Art. II, §7 and §8]

**6.01 Mayor as Chair**

The Mayor, or in his or her absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

**6.02 Temporary Chair**

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority of those present, a Chair for the meeting.

**Rule 7**  
**MEETING DECORUM AND ORDER**

**7.01 Decorum and Order among Councilmembers**

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under debate and shall avoid all personal attacks and indecorous language. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any member may move to require him or her to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

**7.02 Decorum and Order among City Staff**

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.



### **7.03 Decorum and Order among Citizen Participants**

Citizens attending Council meetings shall also observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks, or who becomes boisterous while addressing the Council during a Council meeting, may be removed from the room if so directed by the Chair, and such person shall be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair, who may direct the Sergeant-at-Arms to remove such offenders from the room. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the majority of the Council shall require the Chair to act. Political campaigning is prohibited. Any member of the public desiring to address the Council on any non-public hearing item may, and on any public hearing item shall be recognized by the Chair pursuant to Rule 9, shall state his or her name and city of residence in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the Council.

Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Public Participation. Other than Public Participation, comments shall be limited to the business at hand.

## **Rule 8**

### **RIGHT OF APPEAL FROM THE CHAIR**

#### **8.01 Process for Appeal**

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

## **Rule 9**

### **PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS**

#### **9.01 Non-Public Hearing Discussions**

Any person wishing to speak on any matter on the agenda before the Council shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. The Chair need not accept public discussion on a non-public hearing item. If the Chair recognizes a speaker, the Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person, at the discretion of the Chair. The person desiring to speak shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

## **9.02 Public Hearings**

- A. In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.
- B. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.
- C. Speakers may not cede any portion of their allotted time to another speaker.
- D. The order of presentation and time limits shall be as follows:
  - 1. Staff presentation (ten minute time limit, except with specific Council permission to exceed this limit).
  - 2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
  - 3. Council's questions to staff and applicant.
  - 4. Public comment (three minutes for individual speakers, up to fifteen minutes for a representative of ten or more persons present at the meeting who have contributed their time to the representative),
  - 5. Applicant's response, only upon applicant's specific request (5 minutes),
  - 6. Staff's response (5 minutes),
  - 7. Council deliberation and questions to staff and applicant.
- E. This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

### **Rule 10**

#### **RULES GOVERNING MOTIONS BY THE COUNCIL**

##### **10.01 Motion to be Stated by the Chair - Withdrawal**

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

##### **10.02 Motion to Suspend Rules**

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion.

### **10.03 Motion to Change Order of Agenda**

The Chair may, at his or her discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

### **10.04 Motion to Table**

A motion to table is used to delay discussion on an item until later in the meeting or until the next meeting. Neither the motion to table or other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.

### **10.05 Motion to Postpone**

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

### **10.06 Motion to Divide the Question**

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member shall, divide the same.

### **10.07 Motion to Amend**

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

### **10.08 Motion to Amend an Amendment**

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

### **10.09 Motion to Reconsider**

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular meeting that occurs at least one week after the date the action was taken. In the event of a tie vote on

a motion, any Councilmember may move for reconsideration at the next regular meeting of the City Council that occurs at least one week after the date the action was taken, but not thereafter. To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the city clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at a Council meeting. A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda under Council Discussion Items at the request of any Councilmember. It shall require the sponsorship of four Councilmembers during Council Discussion to be placed on a future agenda as an action item. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

#### **10.10 Motion for Roll Call Vote**

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

### **Rule 11** **MISCELLANEOUS PROVISIONS**

#### **11.01 Prior Approval by Administrative Staff**

Except as to matters requested by individual Councilmembers under the Council Discussion Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his or her authorized representative, and shall have been examined for practicality by the City Manager or his or her authorized representative.

#### **11.02 Placement of Items on Agendas for Council Action**

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council, and any Councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted. In addition, ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced and sponsored by a member of the Council through the Council Discussion item process described in Rule 4.01.

### **11.03 No New Agenda Items after 10:00 p.m. except by Majority Vote.**

No new agenda items shall begin after 10:00 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 10:00 p.m., the Council may continue its deliberation or move to postpone that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Council meeting.

### **11.04 Robert's Rules**

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

### **11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]**

A citizen or a group of citizens may present a written petition to the City Manager, who shall present it to the Council at its next regular meeting. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under "Council Discussion Items" to determine if there is Council interest in placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Shannon Anderson, Human Resources Manager  
**Date:** 08/20/2012  
**Meeting Date:** 09/04/2012



---

### TITLE:

#### **Consideration and Possible Adoption of Changes to Title 1, Chapter 14, Personnel System, of the Flagstaff City Code:**

- i. Resolution No. 2012-33: A resolution of the City Council of the City of Flagstaff, Arizona declaring as a Public Record that certain document filed with the City Clerk and entitled "The 2012 Supplement 4 to the Flagstaff Employee Handbook of Regulations"
- ii. Ordinance No. 2012-14: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 1, *Administrative*, Chapter 14, *Personnel System*, Section 1-14-001-0001, *Personnel System Adopted*; adopting the *Flagstaff Employee Handbook of Regulations* by reference, relating to policies and procedures concerning equal employment opportunity, non-discrimination and anti-harassment, Americans with Disabilities Act, complaints, affirmative action, probationary employees, performance evaluation, reduction in force, and grievances; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections and establishing an effective date.

### RECOMMENDED ACTION:

1. Read Resolution No. 2012-33 by title only
2. Adopt Resolution No. 2012-33
3. Read Ordinance No. 2012-14 by title only for the first time

### Policy Decision or Reason for Action:

Revising Title 1, Chapter 14 as proposed will amend the Flagstaff Employee Handbook of Regulations to include new and updated policies in Equal Employment Opportunity, Non-Discrimination and Anti-Harassment, Americans with Disability, Complaint Procedures, Affirmative Action, Probationary Period, Dismissal of Probationary Employees, Performance Evaluation System, Reduction in Force and Grievance Procedures.

The Employee handbook serves many purposes, which include but are not limited to: helping promote efficient City operations, helping protect the City from liability by providing employees with clear directives as to appropriate behavior in the workplace, and enabling the City to receive and continue to receive federal funding.

### Financial Impact:

Employee handbook regulations include employees at various levels throughout the organization which creates indirect cost associated with personnel time.

**Connection to Council Goal:**

Effective governance.

**Has There Been Previous Council Decision on This:**

No.

**Options and Alternatives**

Options: 1) Support the changes ; 2) Support some of the changes; 3) Propose other changes.

**Background/History:**

The Flagstaff Employee Handbook of Regulations is an evolving document to ensure legal requirements are met and best practices are implemented. Therefore, the following changes are being proposed:

1. Section 1-10-011 Equal Employment Opportunity Policy: This new policy will be added to specify the City bases its hiring and employment decisions solely upon an individual's ability to perform the essential functions of the job without discrimination or harassment on the basis of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity, veteran's status or any other status protected by law.
2. Section 1-10-012 Non-Discrimination and Anti-Harassment Policy: This is updating the City's current policy on sexual harassment and expanding the policy to clearly include harassment, discrimination and retaliation associated with race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity, veteran's status or any other status protected by law. The policy states discrimination and harassment are prohibited and will not be tolerated. The policy informs employees that all complaints of harassment, discrimination and retaliation will be thoroughly investigated per Section 1-10-021 Complaint Procedures and whom to contact.
3. Section 1-10-013 Americans with Disabilities Act: This policy combines the current handbook language and employee directive information. The policy has been updated to include definitions, how to address reasonable accommodations and records.
4. Section 1-10-021 Complaint Procedures: This is a new policy that standardizes how complaints related to harassment, discrimination and retaliation will be handled by the City for employees and non-employees. The policy explains the reporting procedure and that information must be submitted in written or recorded fashion, that any supervisor who fails to report will be subjected to discipline, a one year timeframe for reporting, the steps of an investigation, including responsive action where an employee may seek recourse if they do not agree with the stated resolution and record keeping.
5. Section 1-10-014 Affirmative Action: This policy combines the Affirmative Action Policy, Equal Employment Opportunity and Affirmative Action Plan and Article 1-150 City of Flagstaff Affirmative Action Program into one policy. The policy provides background information, responsible parties, how information will be disseminated, internal audit and reporting responsibilities and how to identify problem areas.
6. Section 1-30-060 Probationary Period: This policy has been updated to include a definition of a probationary period and provide the length for non-exempt non-commissioned employees, non-exempt Municipal Court employees and non-exempt commissioned employees. The dismissal portion of the policy has been separated out to the dismissal section of the Employee Handbook.
7. Section 1-40-122 Dismissal of Probationary Employees: This is a new policy and explains under what circumstances an employee may be dismissed while on probation and an explanation of the dismissal process.

8. Section 1-30-061 Performance Evaluation System: This is a new policy that encompasses the current probationary review and administrative review policies and performance evaluation handbook components. The policy explains the evaluation process, what probationary, annual and administrative evaluations are and the timing of each.

9. Section 1-40-050 Reduction in Force: This policy has been updated to include the reduction process, performance matrix and placement process.

10. Section 1-10-022 Grievance Procedure: This policy has been updated to further explain the filing, response and appeal processes. It continues to include language about verbally speaking to an immediate supervisor or next levels of supervision as a step before filing a grievance.

All of these policies have links to resources such as the Equal Employment Opportunity Commission or Department of Labor websites and to any related forms or documents.

### **Key Considerations:**

Key considerations for the proposed changes are as follows:

1. Adding of an Equal Employment Opportunity statement.
2. Creating of a non-discrimination and anti-harassment policy including retaliation and standardized definitions and examples.
3. Expanding the Americans with Disabilities policy to include the process for requesting a reasonable accommodation.
4. Refining the Affirmative Action policy to include the plan and how the plan will be administered.
5. Establishing one complaint procedure for harassment, discrimination and retaliation for employees and non-employees.
6. Providing specific steps for filing a grievance, what information must be presented in writing and adding the chain of command to the process versus going right from the immediate supervisor to the City Manager.
7. Removing the right of temporary employees to appeal a dismissal while on probation to the City Manager. Tenured employees do not have this right, so it was not an equitable practice.
8. Creating a performance evaluation system that includes all types of evaluations and explains the process.
9. Updating the reduction in force policy to officially adopt the performance matrix and reduction process.

### **Community Involvement:**

These policies have not been reviewed by the community; however, sexual orientation and gender identity have been added to these policies based on a resolution adopted by City Council. The resolution was adopted by City Council after a series of public forums had been held regarding additional protections for the LGBT community.

### **Date of Council Approval:**

---

**Attachments:**    [Res 2012-33](#)  
                          [Ord 2012-14](#)  
                          [Addendum 4](#)

---

### **Form Review**

**Inbox**  
Human Resources Manager (Originator)  
Legal Assistant  
Senior Assistant City Attorney AW

**Reviewed By**  
Shannon Anderson  
Vicki Baker  
Anja Wendel

**Date**  
08/23/2012 12:19 PM  
08/23/2012 01:21 PM  
08/23/2012 03:37 PM



DCM - Josh  
Human Resources Manager (Originator)  
Legal Assistant  
Senior Assistant City Attorney AW

DCM - Josh  
DCM - Jerene

Form Started By: Shannon Anderson

Josh Copley  
Shannon Anderson  
Vicki Baker  
Anja Wendel  
Elizabeth A. Burke  
Jerene Watson

08/25/2012 11:28 AM  
08/30/2012 10:07 AM  
08/30/2012 10:17 AM  
08/30/2012 11:14 AM  
08/30/2012 11:23 AM  
08/30/2012 11:43 AM

Started On: 08/20/2012 11:36 AM

Final Approval Date: 08/30/2012

**RESOLUTION NO. 2012-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,  
ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN  
DOCUMENT FILED WITH THE CITY CLERK ENTITLED "2012 ADDENDUM 4  
TO THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS".**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

That certain document entitled "2012 Addendum 4 of the Flagstaff Employee Handbook of Regulations," three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## **ORDINANCE NO. 2012-14**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING THE FLAGSTAFF CITY CODE, TITLE 1 ADMINISTRATIVE, CHAPTER 14 PERSONNEL SYSTEM, SECTION 1-14-001-0001 PERSONNEL SYSTEM ADOPTED, AMENDING THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS BY ADOPTING THE "2012 ADDENDUM 4 FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS" BY REFERENCE, RELATING TO POLICIES AND PROCEDURES CONCERNING EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND ANTI-HARASSMENT, AMERICANS WITH DISABILITIES ACT, COMPLAINTS, AFFIRMATIVE ACTION, PROBATIONARY EMPLOYEES, PERFORMANCE EVALUATION, REDUCTION IN FORCE, AND GRIEVANCES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE.**

### **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

**Section 1. In General.** The Flagstaff City Code, Title 1 Administrative, Chapter 14 Personnel System, Section 1-14-001-0001 Personnel System Adopted is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text) and by amending that certain document known as the Flagstaff Employee Handbook of Regulations, by adopting those changes as set forth in that certain document known as "2012 Addendum 4 of the Flagstaff Employee Handbook of Regulations" of the City of Flagstaff, three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2012-33 of the City of Flagstaff, and which is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

### **SECTION 1-14-001-0001 PERSONNEL SYSTEM ADOPTED:**

There is hereby established pursuant to Article IV, section 5, of the Charter of the City a personnel system based on the principles of merit and fitness to be known as the "~~Personnel Policies of the City of Flagstaff - 1980~~", which policies are hereby adopted by reference pursuant to Article VII, section 13, of the Charter of the City, and the same are hereby designated and declared to be a public record of the City. 'FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS,' WHICH MAY BE AMENDED FROM TIME TO TIME, ~~Three (3) copies of the "Personnel Policies of the City of Flagstaff - 1980"~~ WHICH shall be KEPT ON file in the office of the City Clerk and there retained available for the use and inspection by any interested person during normal business hours. ~~The aforesaid rules and regulations shall be placed on file with the City Clerk immediately following the adoption and approval of this Chapter.~~

~~The City of Flagstaff hereby adopts the "2003 Amendments to the Personnel Policies of the City of Flagstaff," and by said adoption the City hereby augments and removes certain language contained in the Personnel Policies of the City of Flagstaff and hereby incorporates all of the provisions of the 2003 Amendments to the Personnel Policies of the City of Flagstaff into the Personnel Policies of the City of Flagstaff.~~

(ORD. 1116, ENACTED 06/03/1980; Ord. 2003-21, AMENDED 11/08/03, ORD. 2004-25 AMENDED 12/21/2004, ORD. 2006-21 AMENDED 9/19/2006; ORD. 2007-39 AMENDED 08/07/2007, ORD. 2009-12 AMENDED 07/01/2009, ORD. 2010-10 AMENDED 06/08/2010, ORD. 2012-14 AMENDED 08/22/2012)

**Section 2. Penalties.** Any person found guilty of violating any provision of this ordinance shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein described.

**Section 3. Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**Section 5. Clerical Corrections.** The Human Resources Director is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to the City of Flagstaff Employee Handbook of Regulations as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency.

**Section 6. Effective Date.** This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

ATTORNEY

\\city-hall\users\$\awendel\Ordinance 2012-14 aw.doc

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

### **1-10-011      EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the policy of the City of Flagstaff to ensure equal employment opportunity to all qualified persons based solely upon an individual's ability to perform the essential functions of the job without discrimination or harassment on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, sexual orientation, gender identity, veteran's status or any other status protected by law. Federal definitions may be found by visiting the resource links provided below.

The City's equal employment policy applies to all human resources related activities such as recruitment and hiring, compensation, benefits, promotions, transfers, reductions in force, City-sponsored training, termination and all other terms and conditions of employment.

Employment discrimination based upon an employee's race, color, sex, religion or national origin is a violation of Title VII of the Civil Rights Act of 1964, as amended while discrimination based upon an employee's disability is a violation of the Rehabilitation Act of 1973, American with Disabilities Act of 1990 and the Americans with Disabilities Amendment Act. Age discrimination is a violation of the Age Discrimination in Employment Act as amended.

The Human Resources Division has overall responsibility for this policy and maintains reporting and monitoring procedures. The Human Resources Director or designee is designated as the City's Equal Employment Opportunity Officer and the Affirmative Action Officer. The Human Resources Director or designee will be available to all employees and applicants to handle any matters regarding Equal Employment Opportunity.

Disciplinary action may be taken against any employee willfully violating this policy, up to and including termination.

Sexual orientation and gender identity are currently not protected by State or Federal Law, so the City has adopted the following definitions for the purposes of City policy.

- A. Sexual orientation refers to whether a person is romantically or sexually attracted to other adults of a different sex, the same sex, or both.
- B. Gender identity is an individual's inner sense of belonging to a particular sex, male or female, regardless of whether this corresponds to his or her anatomical sex.

Links: [Title VII of the Civil Rights Act of 1964](#)  
[Pregnancy Discrimination Act of 1978](#)  
[Rehabilitation Act of 1973](#)

## 2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

[American with Disabilities Act of 1990](#)

[Americans with Disabilities Amendment Act](#)

[Age Discrimination in Employment Act](#)

[Genetic Information Non-Discrimination Act of 2008](#)

### 1-10-012. AFFIRMATIVE ACTION

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) requires Federal contractors and subcontractors take affirmative action to recruit and advance qualified minorities, women, persons with disabilities, and covered veterans. As a government contractor the City has developed an Affirmative Action Program (AAP). The program is a tool designed to ensure equal employment opportunity in policies, practices and procedures relating to recruitment and hiring, advancement and all other terms and conditions of employment.

#### A. RESPONSIBLE PARTIES

1. The City Manager, as chief executive, is responsible for oversight of the Affirmative Action Program (AAP) to ensure compliance.
2. The Human Resources Director or designee is the City's Affirmative Action Officer (AAO) responsible for the design and effective implementation of the AAP by:
  - a. Developing Equal Employment Opportunity (EEO) policy statements and affirmative action plans.
  - b. Maintaining workforce, job group and utilization analysis every other year with the completion of the EEO-4.
  - c. Assisting in the identification of potential AAP/EEO problem areas.
  - d. Assisting management in arriving at effective solutions to AAP/EEO problems.
  - e. Designing and implementing an internal audit and reporting system that measures the effectiveness of the program and identifies the need for remedial action.
  - f. Informing the City Manager of statistical analysis, potential AAP/EEO problem areas and program progress on a quarterly basis.
  - g. Training supervisors on the AAP and related personnel policies.

## 2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

- h. Maintaining equal employment postings on the company's bulletin board to ensure information is up-to-date.
  - i. Documenting statistical data, applicant flow logs, summary of personnel actions such as new hires, promotions, resignations, terminations and layoffs, and records pertaining to the classification and compensation system.
  - j. Serving as liaison between the City and enforcement agencies, groups, or organizations concerned with Equal Employment Opportunity.
- 3. Division Director, Section Heads and Supervisors will assist with the implementation of the Affirmative Action Program (AAP) by:
  - a. Identifying problem areas, formulating solutions, and establishing goals and objectives within their respective areas when necessary. All area specific plans will be published on the [Human Resources website](#).
  - b. Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer and termination actions occur.
  - c. Conducting regular evaluations of an employee's job performance to assess whether personnel actions are justified based on the employee's performance of his or her duties and responsibilities.

### B. AFFIRMATIVE ACTIONS

The City's Affirmative Action Plan is on file with the Human Resources Director's Office. The plan includes but is not limited to the following measures to eliminate potential AAP/EEO problem areas.

- 1. Conducting ongoing analyses of job descriptions to ensure they accurately reflect job functions.
- 2. Training hiring supervisors on proper interview techniques and equal employment opportunity to ensure the selection process is free from bias.
- 3. Including "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements and vacancy announcements.
- 4. Placing employment advertisements, when appropriate, in local minority news media and women's interest media.
- 5. Requesting employment agencies to refer qualified minorities and women.



## 2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

6. Ensuring all employees are given equal opportunity for promotion by posting promotional opportunities and offering assistance to employees in identifying training and education opportunities to enhance promotional opportunities.

Links: [U.S. Equal Employment Opportunity Commission](#)  
[U.S. Department of Labor – Office of Federal Contract Compliance Programs](#)

### 1-10-013 NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

The City of Flagstaff is committed to a work environment in which all individuals are treated with respect and dignity. The purpose of this policy is to establish expectations for employee conduct within the workplace and to provide a process for employees who feel as if they have been discriminated against or harassed. Each employee of the City is expected to refrain from discrimination, harassment and retaliation within the workplace. Any individual employee who violates these guidelines and engages in prohibited conduct will be subject to appropriate disciplinary action up to and including termination.

It is the policy of City of Flagstaff to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, sexual orientation, gender identity, veteran's status or any other characteristics protected by law. The City prohibits and will not tolerate any such discrimination or harassment.

#### A. DEFINITIONS

1. Discrimination means to exclude individuals from an opportunity or participation in any activity because of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, sexual orientation, gender identity, veteran's status, familial status, caregiving responsibilities, and occurs whenever similarly situated individuals of a different group are accorded different and/or unequal treatment in the context of a similar situation.
2. Harassment is unwelcomed conduct related to race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, sexual orientation, gender identity, veteran's status, familial status, or caregiving responsibilities where such conduct has the purpose or affect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment.
3. Hostile work environment is one in which an employee is regularly confronted with offensive conduct, comments, jokes, cartoons or remarks

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

based upon characteristics protected by law, that make it difficult for an employee to perform his or her job. A hostile work environment does not need to be limited to sex-based conduct, and may include conduct or comments based upon race, color, religion, national origin, age, disability, sexual orientation, gender identity or any other characteristics protected by law. Generally the conduct that creates a hostile work environment is repeated behavior which is sufficiently severe or pervasive to affect the terms and conditions of employment.

4. Retaliation is to discriminate against an individual because he or she has opposed any practice made unlawful under the Federal employment discrimination statutes. This protection applies if an individual communicates to his or her employer or to a state or federal agency charged with investigating discriminatory conduct a belief that activity constitutes a form of employment discrimination that is covered by any of the statutes enforced by the Arizona Civil Rights Division of the Arizona Attorney General's office or the Equal Employment Opportunity Commission (EEOC).

### **B. HARASSMENT**

Harassment on the basis of any other protected characteristics is strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, pregnancy national origin, age, disability, genetic information, sexual orientation, gender identity, veteran's status or any other characteristic protected by law that:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.
4. Harassing conduct includes, but is not limited to:
  - a. Epithets, slurs or negative stereotyping;
  - b. Threatening, intimidating or hostile acts; or
  - c. Denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

## 2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

### C. SEXUAL HARASSMENT

1. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when for example:
  - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
2. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different sex. Depending on the circumstances, these behaviors may include, but are not limited to:
  - a. unwanted sexual advances or request for sexual favors;
  - b. sexual jokes and innuendos;
  - c. verbal abuse of a sexual nature;
  - d. commentary about an individual's body, sexual prowess or sexual deficiencies;
  - e. leering, catcalls or touching;
  - f. insulting or obscene comments or gestures;
  - g. display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail);
3. For purposes of clarification, sexual harassment or other forms of unlawful harassment include, but is not limited to the following behaviors:
  - a. *Verbal Harassment*: Derogatory comments, propositioning, slurs, or other offensive words or comments on the basis of any protected status; whether made in general, directed to an individual or to a group of people, regardless of whether the behavior was intended to harass. This includes, but is not limited to, inappropriate comments on

## 2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

appearance, including dress or physical features, sexual rumors, code words, and stories.

- b. *Physical Harassment:* Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of any protected class status. This includes such behaviors as pinching, patting, grabbing, or making explicit or implied threats or promises in return for submission to physical acts.
  - c. *Visual Forms of Harassment:* Derogatory, prejudicial, stereotypical, or other offensive posters, photographs, cartoons, notes, bulleting, drawings, screensavers, pictures, or articles of clothing that refers to any protected status or characteristic. This applies to posted materials, material maintained in or on City of Flagstaff property or equipment, or personal property in the workplace.
4. Harassment not involving sexual activity or language (e.g. male manager yells only at female employees and not males) may also constitute sex discrimination if it is severe or pervasive and directed at employees because of their sex.

### D. INDIVIDUALS AND CONDUCT COVERED

These policies are intended to protect all employees from harassment, discrimination or retaliation whether by fellow employees, by a supervisor or manager or by a third party (e.g. a City contractor, vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during business trips, business meetings and business-related social events.

All complaints of harassment, discrimination and retaliation should be reported as outlined in section 1-40-014 Complaint Policy.

### E. RETALIATION IS PROHIBITED

The City of Flagstaff prohibits retaliation of any kind by an employee, supervisor or manager because an employee filed a complaint or participates in an investigation of a complaint. Retaliation shall be deemed to include, but are not limited to:

- 1. Disciplining, or changing a work assignment or working conditions; and

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

2. Threatening promotional opportunities, job securities, benefits, terms of employment or any other service related benefits or privileges.

### **F. RESPONSIBLE PARTIES**

1. The Human Resources Division shall be responsible for formally notifying employees of the City's policy and regularly conducting training on the topics of harassment, discrimination and retaliation.
2. Supervisors and managers are responsible for ensuring that harassment, discrimination, retaliation or other prohibited actions do not occur in the workplace. The supervisor or manager shall immediately report any prohibited behaviors to the Human Resources Director or designee for investigation and possible corrective action. If the subject of the complaint is a supervisor, the complainant is to report the matter to the Human Resources Director or designee.
3. Employees who witness prohibited actions of harassment, discrimination or retaliation are required to report such conduct. Employees are required to cooperate in investigations related to this policy by coming forward with evidence and fully and truthfully making a written report or verbally answering questions when requested by an investigator.

### **G. REPORTING COMPLAINTS**

All complaints of harassment, discrimination or retaliation shall be reported to the immediate supervisor, Section Head, Division Director or the Human Resources Director or designee. All complaints of harassment, discrimination and retaliation will be thoroughly investigated as outlined in section 1-10-021 Complaint Policy.

Links: [Equal Employment Opportunity Commission Guidelines](#)

### **1-10-014 AMERICANS WITH DISABILITIES ACT**

It is the policy of the City not to discriminate against qualified individuals with disabilities in its hiring or employment practices such as advancement, discharge, compensation, training or other terms, conditions, and privileges of employment. The Americans with Disabilities Act (ADA) and subsequent Americans with Disabilities Amendments Act (ADAA) require employers to reasonably accommodate qualified individuals with disabilities.

The City shall not ask a job applicant about the existence, nature, or severity of a disability or medical condition. Applicants may be asked about their ability to perform specific job functions. Job specific medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

The City shall make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request, unless the accommodation would cause an undue hardship on the operation of the City's business. To the extent its selection criteria for employment decisions have the effect of disqualifying an individual because of disability; those criteria must be job-related and consistent with business necessity. Employees' medical information shall be maintained separately from personnel files and protected by confidentiality.

In order to meet the federal and state mandated requirements relating to the Rehabilitation Act of 1973, Americans with Disability Act (ADA) and its amendments, the following internal process will be used.

### **A. DEFINITIONS**

1. "Disability" refers to a physical or mental impairment that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, caring for oneself, learning or working.
2. "Direct threat to safety" means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
3. "Qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.

### **B. REASONABLE ACCOMMODATION**

Prospective or current employees of the City of Flagstaff may request that the City undertake a "reasonable accommodation" evaluation. The purpose of the evaluation is to determine if the qualified individual with a disability is able to perform the essential functions of the job for which they are an applicant or currently hold without creating an undue hardship on the City.

1. Any persons having a disability, or acting on behalf of a person having a disability, may file a City of Flagstaff Request for Reasonable Accommodation (RRA). If the RRA form is unavailable, the correspondence to the City must include the following information:
  - a. Name of the person making the inquiry;
  - b. Telephone number of the person making the inquiry;

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

- c. Address of the person making the inquiry;
  - d. Name of the person for whom the accommodation is being requested;
  - e. Nature of disability involved;
  - f. Position for which the request for reasonable accommodation is being made;
  - g. Length of current disability; and
  - h. Work related needs according to the disabled individual.
2. The City will reasonably accommodate qualified individuals with a disability so they can perform the essential functions of the job. An individual who can be reasonably accommodated for a job, without undue hardship to the organization, will be given the same consideration for the position as any other applicant.
  3. All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace that cannot be eliminated by reasonable accommodation will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave, paid or unpaid depending on the circumstances, until an organizational decision has been made in regard to the employee's immediate employment situation.
  4. Upon receipt of the request for a reasonable accommodation, the Human Resources Director or designee will provide a copy of the employee's current job description and request that the employee review this with their treating physician in order to confirm the limitations of the employee.
  5. Upon receipt of the employee's limitations, the Human Director or designee will meet with the person making the inquiry. The Human Resources Director or designee will inform the inquiring person in writing of the outcome of this request. This written notice will be mailed to the address of the person making the inquiry as listed on the RRA form unless otherwise requested.
  6. The City will attempt to resolve all requests for reasonable accommodation within thirty (30) calendar days of the receipt of the RRA form or letter.
  7. The City may review the status of an accommodation in circumstances where the disability is not deemed permanent.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

### **C. RECORDS**

Medical information obtained concerning individual requests for disability accommodation shall be kept confidential, except for the following circumstances:

1. Supervisors or managers may be informed regarding restrictions concerning the work or duties of disabled individuals, and regarding necessary accommodation needs.
2. First aid and safety staff may be informed when and to what condition might require emergency medical treatment.
3. Government officials investigating compliance shall be informed.

Form(s): Request for Reasonable Accommodation

Links: [Rehabilitation Act of 1973](#)  
[Americans with Disability Act](#)  
[Americans with Disability Amendments Act](#)

### **1-10-021. COMPLAINT PROCEDURE**

The purpose of the complaint procedure is to outline reporting procedures for City employees or non-City employees who feel they have been subjected to harassment, discrimination or retaliation. All complaints of harassment, discrimination or retaliation will be thoroughly investigated in a timely manner.

It is the policy of the City of Flagstaff that there is fair treatment in workplace matters. Unlawful discrimination, harassment, and retaliation shall not be tolerated.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation. The City requires the prompt reporting of complaints or concerns within six months of the event which is the subject of the complaint, so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its employees.

Employees who are unsure if treatment rises to the level of harassment, discrimination or retaliation may seek the assistance of the Human Resources Director or designee. The Human Resources Director or designee will discuss the situation with the employee and provide guidance. These conversations will be documented by the Human Resources Director or designee and may remain informal and confidential between the employee and the Human Resources



## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

Director or designee, unless the treatment is severe and pervasive. This provides an employee the opportunity to understand how treatment may relate to City policies and state or federal laws and what are appropriate next steps.

### **A. REPORTING**

1. Employees who feel they have been subjected to harassment, discrimination or retaliation are encouraged to try and solve the problem directly by politely and firmly confronting the individual and tell them to stop. If the employee is not comfortable doing this they should take the issue to their immediate supervisor, Section Head, Division Director, or Human Resources.
2. The City of Flagstaff requires the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor, Section Head, or Division Director, or the Human Resources Director or designee before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other City designated representatives above.
3. Employees filing a complaint will be encouraged to provide a written and/or recorded statement about their knowledge of the alleged incident. Verbal complaints will be treated with equal seriousness. However, in order to conduct a thorough investigation, the reporting party is encouraged to submit written documentation. The employee or non-City employee should be prepared to provide the following information:
  - a. His or her name, division and position title;
  - b. The name of the person or persons committing the harassment, discrimination or retaliation and their job title;
  - c. The specific nature of the harassment, discrimination or retaliation, how long it has gone on, specific dates and any employment action taken against you or any threats made against you as a result of the harassment, discrimination or retaliation;
  - d. Witnesses to the harassment, discrimination or retaliation;
  - e. Whether you have previously reported such harassment, discrimination or retaliation and, if so, when, to whom and what happened as a result of that report.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

4. Any supervisor who becomes aware of possible harassment, discrimination or retaliation of an employee, either as a result of having received a complaint directly from the employee, from any reliable source of information or from his or her personal observation, must report the situation in writing to the Human Resources Director or designee immediately. Any manager or supervisor who fails to report harassment, discrimination or retaliation may be subject to discipline, up to and including termination.

### **B. THE INVESTIGATION**

1. The Human Resources Director or designee shall be responsible for overseeing the investigation and all resulting records. The Human Resources Director or designee may delegate the investigation to another City employee or third party agent at his or her discretion. In the event the complaint is against a member of the City Council or a Council appointed position such as the City Manager, City Attorney or Presiding Magistrate, the investigation shall be referred to an outside agency. In the event the complaint is against the Human Resources Director, the investigation will be referred to the City Manager or their designee.
2. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.
3. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.
4. Based upon the investigator's report, the Human Resources Director or designee and/or the City Manager or designee shall, within a reasonable amount of time, determine whether the conduct of the person against whom a complaint has been made constitutes a violation of the City's policies.
5. Following the investigation of a complaint, the Human Resources Director or designee shall report the facts of the investigation to the City Manager or designee and the Division Director. In cases where it is determined a violation has occurred, the City will take appropriate disciplinary action up to and including termination.

### **C. RESPONSIVE ACTION**

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

1. Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately.
2. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as a verbal warning, reprimand, withholding of a promotion or pay increase, reduction in wages, demotion, reassignment, temporary suspension without pay, or termination, as the City believes appropriate under the circumstances to correct and prevent harassment, discrimination or retaliation.
3. If an employee making a complaint does not agree with the resolution, the employee may formally appeal in writing to the City Manager or designee within five (5) working days.

### **D. RECORDS**

Complaint records will not be filed or maintained with any other employment information concerning employees, but will be kept as a distinct system of records. If a complaint results in disciplinary action against an employee, the record of that action will be maintained with the employee's personnel records. The accessibility of investigation records will be limited to the City Manager, Deputy City Manager or appointed representatives; except to the extent required by law. Upon receipt of a public records request, the Human Resources division or City Clerk section will notify the complaining employee and subject of the complaint of the request.

### **1-10-022. GRIEVANCE PROCEDURE**

Any alleged violation of a specific City provision is subject to review through the grievance procedure, excluding dismissal, demotion and suspension of ten (10) days or more. Dismissal, demotion and suspension of ten (10) days or more are covered by section 1-10-040 Personnel Board.

Employees are encouraged to first discuss an alleged policy violation with their immediate supervisor, as appropriate, before filing a grievance. If the alleged policy violation involves the employee's immediate supervisor or is not resolved with the immediate supervisor, the employee may approach the next level of supervision up to the Division Director without formally filing a grievance in writing. These informal discussions shall not be deemed a grievance.

Once an alleged policy violation is submitted in writing it is considered a grievance.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

The time limits specified in the grievance process may be waived at any time by mutual consent of the parties. A grievance may be terminated at any time in the process with a signed written request from the employee.

### **A. FILING PROCESS**

1. An employee initiates the grievance process by submitting the alleged violation in writing to their immediate supervisor. The grievance must be initiated within twenty (20) calendar days of the incident that gave rise to the grievance.
2. The grievance shall be signed by the employee, and must include the following information:
  - a. A clear and concise statement of the alleged policy violation and the facts upon which it is based;
  - b. The section(s) of the City of Flagstaff Employee Handbook of Regulations or other City policy that was violated; and
  - c. The remedy requested.

### **B. RESPONSE PROCESS**

1. The supervisor shall notify the Section Head, Division Director and Human Resources Director or designee of the grievance and consult with these parties before their response.
2. The supervisor may meet with the employee prior to the response in order to seek clarification.
3. The response to a grievance shall be in writing, signed by the supervisor, and include the following information:
  - a. A clear and concise response to the grievance and the facts upon which it is based;
  - b. The section(s) of the City of Flagstaff Employee Handbook of Regulations or other City policy which apply to the grievance and basis for the decision; and
  - c. Denial or acceptance of the proposed remedy or alternative. The supervisor shall include information regarding the next steps in the process, if denying the remedy or alternative.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

4. The supervisor shall meet with the employee to discuss the grievance response within five (5) working days after the grievance is initiated.

### **D. APPEAL PROCESS**

1. After receiving the written response from the supervisor, if the employee does not feel the grievance is satisfactorily resolved, the employee may file an appeal with the next level of supervision within five (5) working days in writing and shall include the reason for the appeal and why the previous response was unsatisfactory.
2. The next level of supervision shall discuss the grievance with the employee within five (5) working days, gather information from others involved or having information pertinent to the issue, and then shall provide a written response to all parties within five (5) working days of the meeting. This appeal process will continue through the chain of command to the City Manager.
  - a. At each succeeding step the employee shall state in writing the reason for his or her appeal and why the previous response was unsatisfactory.
  - b. At each succeeding step the supervisor or manager shall respond in writing to the grievance stating the reason and basis for the decision that was rendered.
  - c. The decision of the City Manager is final.
3. All grievance documents should be forwarded to the Human Resources office for record retention.

### **1-30-060. PROBATIONARY PERIOD**

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

The probationary period is the initial period of adjustment when the employee is learning about the City and their new position and the employee is provided with training and guidance from their supervisor.

***A. Probationary periods are designed to provide a reasonable amount of time to evaluate an employee's performance.***

1. Non-exempt non-commissioned employees will serve a six month probationary period.
  2. Non-exempt Municipal Court and non-exempt commissioned employees will serve a one year probationary period. The probationary period for Police Officers will begin after the completion of the Field Training Officer (FTO) Program.
- B. Probationary period may be extended by no more than six (6) months per section 1-30-061.B Performance Evaluation System Probationary Evaluation.
- C. Upon successful completion of a probationary period, a non-exempt employee shall be granted tenured status in the position in which the probationary period is served.
- D. Time spent serving as a temporary employee will not count towards the probationary period.
- E. The appropriate Division Director may dismiss the probationary employee at any time during the probationary period when the employee is not progressing or performing satisfactorily per section 1-40-122 Dismissal of Probationary Employee.

### **1-40-122 DISMISSAL OF PROBATIONARY EMPLOYEES**

A non-exempt employee may be dismissed while on probation when the employee is not progressing or performing satisfactorily and the supervisor has made a reasonable effort to coach the employee and ensure he or she understand the expectations of the position.

**A. DISMISSAL PROCESS**

1. The supervisor will recommend the termination of the probationary employee to the Division Director.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

2. Upon approval from the City Manager or designee, the Division Director will meet with the employee to notify them of the dismissal and provide written notification of dismissal for the employee to acknowledge.
  3. The Division Director will notify the Human Resources Director and Payroll immediately.
  4. The written acknowledgment will be placed in the employee's personnel file.
  5. Payroll will provide the employee's last paycheck within three days of the notice of dismissal.
- B. Employees who are dismissed while completing their probation do not have access to the Personnel Board or the formal grievance procedure.

### **1-30-061      PERFORMANCE EVALUATION SYSTEM**

The performance evaluation system enables the creation of reasonable performance expectations by the supervisor and the employee. The formal evaluations of the employee's work behavior helps the employer and the employee build on the strengths of the employee and identify those areas the employee needs improvement to be more effective and efficient in their job.

#### **A. EVALUATION PROCESS**

1. The supervisor will prepare the evaluation based on the review of the following items:
  - a. A comparison of the employee's performance with the performance expectations established upon the employee's date of hire or the previous year's evaluation;
  - b. The duties and responsibilities of the employee's position; and
  - c. Supervisory notes taken during the evaluation period.
2. The supervisor's evaluation should be based on an employee's actual performance and not on personal prejudice, bias or favoritism.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

3. The supervisor will notify the employee of their evaluation meeting at least one (1) week in advance.
4. The supervisor will request the employee complete the pre-review input form. This allows the employee an opportunity to present his or her accomplishments for the year and assist the supervisor in completing the performance evaluation.
5. The supervisor will meet with the employee to review the performance evaluation. The supervisor will discuss the employee's strengths, areas of improvement with suggestions for improvement and expectations and goals for the upcoming year.
6. Any evaluations completed by a supervisor and signed by the employee will be filed in the employee's personnel file. If the employee refuses to sign the supervisor will write "employee refused to sign" and the evaluation will be filed in the employee's personnel file.
7. An employee may attach a written statement to any evaluation to be placed in their 201 file.



## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

### **B. PROBATIONARY EVALUATION**

1. All non-exempt employees will be evaluated during their probationary period to ensure satisfactory performance based on the following schedule:
  - a. A non-commissioned non-exempt employee shall be evaluated at three and six months from their date of hire.
  - b. A non-exempt employee of the Municipal Court shall be evaluated at four, eight and twelve months from their date of hire.
  - c. A commissioned non-exempt employee shall be evaluated at three, six, nine and twelve months from their date of hire. Except Police Officers who shall be evaluated at three, six, nine and twelve months after their completion of the Field Training Officer (FTO) Program.
2. The probationary evaluation schedule may be extended up to six months by completing the following process:
  - a. The supervisor submits a request in writing outlining the reason for and length of the probationary period extension and the request is approved by the Section Head, Division Director, Deputy City Manager and Human Resources Director prior to the end of the probationary period.
  - b. The supervisor notifies the employee in writing the probationary period has been extended and the employee acknowledges by signing the written document.
  - c. The employee acknowledgement is filed in the employee's personnel file.
  - d. Another performance evaluation is completed before the end of the extended probationary period.
3. An employee is deemed to have satisfactorily completed the probationary period when an extension is not requested prior to the end of the probationary period.
4. An employee who does not perform satisfactorily during the probationary evaluation period may be discharged per section 1-40-022 Dismissals of Probationary Employees.
5. Exempt employees do not serve a probationary period, thus a probationary evaluation is not required.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

### **C. ANNUAL EVALUATION**

1. After an employee has completed the probationary evaluation or administrative evaluation period, the rating period shall be annually upon the employee's hire or classification date.
2. Exempt evaluations shall be completed by July 1<sup>st</sup> of each year.
3. Upon budgetary approval non-exempt and exempt employees with an overall evaluation score of five (5) or above will receive a merit increase, except when the employee is at the maximum of the pay range. A non-exempt pay merit increase is movement to the next step in the pay range. An exempt merit increase is equal to 3.2% of the employee's current salary.
4. Council appointed employee evaluations shall be completed on the anniversary of and prior to the end of the service agreement.
5. Additional evaluations may be required upon request from the immediate supervisor.

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

### **D. ADMINISTRATIVE EVALUATION**

1. Non-exempt and exempt employees who are promoted, demoted, transferred, or voluntarily reassigned to another position are subject to an administrative evaluation based on the following schedule:
  - a. A non-commissioned non-exempt employee shall be evaluated at three and six months from their date of promotion, demotion, transfer, or voluntary reassignment to another position.
  - b. A non-exempt employee of the Municipal Court shall be evaluated at four, eight and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.
  - c. A commissioned non-exempt employee shall be evaluated at three, six, nine and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.
2. An employee who does not perform satisfactorily during the administrative evaluation period may be returned to their previous position, provided a vacancy exists. Should no vacancy exist at the time, the employee shall be recommended for termination. The employee is eligible to request a hearing before the Personnel Board per section 1-10-40.C Personnel Board Request for Hearing.

3. Additional administrative evaluations may be required upon request from the immediate supervisor.

Forms: Performance Evaluation  
Performance Evaluation Handbook

### **1-40-050. REDUCTION IN FORCE**

A. A layoff may occur when one or more of the following conditions exist:

1. Shortage of work or funds,
2. Material change in duties or organization,
3. Business necessity,
4. No longer will be providing the service, or
5. Other appropriate reasons as determined by the City Manager.

### **B. REDUCTION PROCESS**

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

1. The City Manager or designee shall determine the specific position, job family and/or single classification targeted for reduction.
2. The City's first preference is to reduce its workforce through voluntary options such as internal reassignment and natural attrition. When these options are insufficient to meet the City's needs, individual positions will be eliminated.
3. When there is more than one employee in the position identified for reduction, the immediate supervisor will use the performance matrix to determine which employee(s) will be part of the reduction.
4. The matrix results will be reviewed and approved by the Section Head, Division Director, Human Resources Director or designee and the City Manager or designee.
5. Once a decision has been made, the immediate supervisor and the Human Resources Director or designee will meet with the employee. The employee will be provided information on the placement process, job placement assistance and the Employee Assistance Program.
6. An employee will be notified at least ten (10) working days in advance of a reduction in force.
7. Human Resources will provide the employee with information relating to benefits, retirement and unemployment.
8. The City Manager will determine when a severance agreement will be offered as part of a reduction in force. Any severance agreements will be mailed to the employee's home address via certified mail within forty-five (45) calendar days of a reduction in force.
9. Employees who are part of a reduction in force and in good standing will remain on the City's re-employment list for one year from the date of reduction.

### **C. PERFORMANCE MATRIX**

To determine objectively which employees are to be part of a reduction in force, the following factors will be used on a division basis:

1. Length of continuous service with the City.

## 2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS

- a. Tenured part-time employees years of service will be pro-rated based on the number of hours worked. For example, a 20-hour per week employee would receive one-half (0.5) a year of service for twelve (12) months of work.
- b. Length of service should be based on the following scale:

<u>Years of Service</u>	<u>Performance Matrix Score</u>
1 to 5 years	1
6 to 10 years	2
11 to 15 years	3
16 to 20 years	4
21 or more years	5
2. Employee skills, training, and job knowledge as determined by their three (3) most current annual evaluations.
  - a. The annual evaluations must have been given by the employee's current division, previous evaluations should not be considered.
  - b. If the employee has not received an annual evaluation or has less than three annual evaluations, the supervisor should use the most recent evaluations on file.
3. Any performance documented outside of the most recent evaluation such as disciplinary actions, letters of commendation or awards may be included in the performance matrix scoring. If the performance had not been documented, it should not be included.
4. The supervisor's evaluation should be based on an employee's actual performance and not on personal prejudice, bias or favoritism.

### D. PLACEMENT PROCESS

1. The employee will complete the personal skills inventory form indicating their skills, abilities and education and what type of work they are interested in pursuing.
2. Human Resources will review the personal skills inventory form and will contact employees as funded position become vacant.
3. If there is more than one employee in the reduction in force that meet the minimum qualification, there will be a competitive process to determine who is the most qualified candidate.
4. If there is only one employee in the reduction in force and a funded position become vacant within the same division, the Division Director

## **2012 ADDENDUM 4 OF THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS**

may choose to offer the vacant position to the employee without a competitive process.

5. If there is only one employee in the reduction in force and a funded position becomes vacant in another division, the employee will interview with the hiring supervisor.
  - a. If an employee meets the minimum qualifications of the position or has the ability to meet the minimum qualifications within a six (6) month period, the employee may be offered the position.
  - b. If the employee does not meet the minimum qualification of the position or will not have the ability to meet the minimum qualification of the position, the position will be opened up for a more competitive recruitment process.

Forms: Reduction in Force Matrix  
Personal Skills Inventory Form

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**Submitted By:** Elizabeth A. Burke, City Clerk  
**Date:** 08/28/2012  
**Meeting Date:** 09/04/2012



---

**TITLE**

Consideration of Minutes: August 27, 2012, Special City Council Meeting (Executive Session) and August 27, 2012, City Council Meeting

**RECOMMENDED ACTION:**

Approve the minutes of the August 27, 2012, Special Council Meeting and August 27, 2012, City Council Meeting as submitted/corrected.

---

**Attachments:** 08/27/2012 Minutes  
08/27/2012 Special Meeting (ES)

---

**Form Review**

**Inbox**  
City Manager

**Reviewed By**  
Elizabeth A. Burke  
Form Started By: Elizabeth A. Burke

**Date**  
08/28/2012 11:17 AM  
Started On: 08/28/2012 11:14 AM

Final Approval Date: 08/28/2012

**NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES AND THE FLAGSTAFF CITY CHARTER, THE SUMMARIZED MINUTES OF CITY COUNCIL MEETING ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSIONS APPEARING WITHIN QUOTATION MARKS ARE VERBATIM. AUDIO RECORDINGS OF CITY COUNCIL MEETINGS ARE ON FILE IN THE CITY CLERK'S OFFICE.**

**SUMMARIZED MINUTES  
COUNCIL MEETING**

**August 27, 2012  
12:00 p.m.**

A meeting of the Flagstaff City Council was held on Monday, August 27, 2012, convening at 12:05 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

**1. CALL TO ORDER**

The meeting was called to order by Mayor Nabours.

**2. ROLL CALL**

On roll call, the following were present:

Mayor Nabours  
Councilmember Barotz  
Councilmember Brewster  
Councilmember Oravits  
Councilmember Woodson

Those absent:

Vice Mayor Evans (excused)  
Councilmember Overton (excused)

Also present were:

Kevin Burke, City Manager  
Rosemary Rosales, City Attorney

**PUBLIC PARTICIPATION**

**A. Presentation of City Manager Award: Agassiz Award for Communication**

City Manager Burke stated that he had recently presented the City Manager Awards to employees; however, there was one that was unable to attend and he wished to present that award today to David McKee, the Agassiz Award for Communication.

**B. General**

Carol Bousquet, Flagstaff, presented a copy of the *Beef Processing in North Arizona* report, stating that the City had granted them a stipend to do this work in 2011.



### 3. **BOARD AND COMMISSION APPOINTMENTS**

#### A. **Consideration of Appointments:** Heritage Preservation Commission.

**RECOMMENDED ACTION:** Make four appointments as follows: One (1) to a Historic Property Owner term expiring in December 2013; one (1) to an At-large term expiring December 2014; and, two (2) to Professional terms, on expiring in December 2014, and one expiring in December 2015.

**Councilmember Woodson moved to make the following appointments to the Heritage Preservation Commission: Jonathan Day (Historic Property Owner) term expiring December 2013; Laurel Dunn (At-Large) term expiring December 2014; Thomas Paradis (Professional) term expiring December 2014; and David Zimmerman (Professional) term expiring 2015; seconded by Councilmember Oravits; passed unanimously.**

### 4. **LIQUOR LICENSE PUBLIC HEARINGS**

#### A. **Consideration and Action on Liquor License Application:** Richard Fernandez, "Pizza Furiosa", 2500 S. Woodlands Village Blvd., #28, Series 12, New License.

**RECOMMENDED ACTION:**

Open the public hearing.  
Receive citizen input.  
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

#### B. **Consideration and Action on Liquor License Application:** Danny Thomas (Agent), "Hickory's Smoke House BBQ", 1435 S. Milton Road, Series 12, New License.

**RECOMMENDED ACTION:**

Open the public hearing.  
Receive citizen input.  
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with no recommendation; or
- (3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

**Mayor Nabours moved to open the public hearing on both liquor license applications; seconded by Councilmember Brewster; passed unanimously.**

Danny Thomas, agent for the Hickory's Smoke House BBQ, stepped forward to introduce himself since there were new Councilmembers, noting that he is a retired liquor control agent, with 40 years in law enforcement, and would be coming before Council from time to time as agent for applicants.

**Mayor Nabours moved to close the public hearing; seconded by Councilmember Woodson; passed unanimously.**

**Mayor Nabours moved to forward both applications to the State of Arizona with a recommendation for approval; seconded by Councilmember Oravits; passed unanimously.**

**5. CONSENT ITEMS**

**Mayor Nabours moved to approve Consent Agenda Items 5-B through 5-E; seconded by Councilmember Woodson; passed unanimously.**

- A. Consideration and Approval of Aspen and Birch Street Closures:** Eighth Annual Route 6 Days Charity Car Show.

**RECOMMENDED ACTION:** Approve the street closures of Aspen and Birch avenues between Humphreys and San Francisco streets, on Saturday, September 8, 2012, from 6:00 a.m. – 6:00 p.m.

Glorice Pavey participated in the discussion. No concerns were expressed about the event. Representatives had a few issues with parking (they were looking to as many private parking lots being available as possible) and people displaying their cars being sure to leave the sidewalks clear. The organizers are always good about trash and recycling and will have portable toilets on site.

Councilmember Barotz asked for a snapshot of the feedback to be included in the staff report.

**Councilmember Brewster moved to approve Consent Agenda Item 5-A; seconded by Councilmember Oravits; passed unanimously.**

- B. Consideration and Approval of Grant Agreement and Acceptance of Grant Funding:** Selective Traffic Enforcement Program Grant.

**RECOMMENDED ACTION:** Approve the grant agreement with the Governor's Office of Highway Safety (GOHS) for Selective Traffic Enforcement and authorize the acceptance of grant funding in the amount of \$5,000.

C. **Consideration and Approval of Grant Agreement and Acceptance of Grant Funding:** DUI Enforcement Grant.

**RECOMMENDED ACTION:** Approve the grant agreement with the Governor's Office of Highway Safety (GOHS) and authorize the acceptance of grant funding in the amount of \$30,000.

D. **Consideration and Approval of Intergovernmental Agreement:** Dispatch services.

**RECOMMENDED ACTION:** Approve the intergovernmental agreement with the National Park Service in the **amount of \$5000.00.**

E. **Consideration and Approval of Grant Agreement:** Northern Arizona Street Crimes Task Force

**RECOMMENDED ACTION:** Approve the Grant Agreement with the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for Edward Byrne Justice Assistance grant funds in the amount of \$298,117.00 for the Northern Arizona Street Crimes Task Force (Metro).

6. **ROUTINE ITEMS**

A. **Consideration and Approval of Intergovernmental Agreement:** Election Services for the November 6, 2012, Bond Authorization Election.

**RECOMMENDED ACTION:** Approve the Intergovernmental Agreement with Coconino County Elections at a cost of \$2.00 per registered voter.

Elizabeth Burke gave a brief presentation. This is a routine agreement between the City and Coconino County Elections and since it was a statewide election there was no option to amend. Some concerns had been voiced regarding the County's operation of the City's last election, and those had been forwarded to the County, but they have not responded to the City. Statutorily the City is required to enter into an Intergovernmental Agreement with the County at least 60 days before the election.

Two issues need to be determined: whether or not the City wants to contract with the County to conduct the election; and whether or not complaints about the County procedures rose to the level that the City might not want to contract with them in the future.

The County Recorder acknowledged the concerns, but has not yet addressed them. No other options are available for the November 6 election. If the City is not satisfied with the responses other options could be explored in the future, however they are quite limited.

**Mayor Nabours moved to approve the Intergovernmental Agreement with Coconino County Elections at a cost of \$2.00 per registered voter; seconded by Councilmember Brewster; passed unanimously.**

**B. Consideration and Approval of Service Agreement:** FACTS after school program funding for Fiscal Year 2013.

- RECOMMENDED ACTION:**
- (1) Approve the service agreement with Flagstaff Unified School District and the Coconino Coalition for Children and Youth in the amount of \$247,319 for the FACTS Program and \$19,669 for the Coconino Coalition for Children & Youth Program; and
  - (2) Authorize the City Manager to execute the necessary documents.

Sylvia Johnson, Ruth Ellen Elinski and Julianne Hartzell participated in the discussion. Every dime of City money goes into the FACTS program.

The \$19,669 to the Coalition goes toward salary. The Coalition is a one-person agency that focuses on: 1) advocacy; 2) child abuse prevention; 3) community partnership; and 4) collaboration. The FACTS program provides afterschool programming for children in poverty.

An application had been submitted on behalf of the Coalition, and there will be a live broadcast of the *100 Best Communities for Children* winners at the Aquaplex on September 12, and everyone was invited to join.

The following individuals then addressed the Council, all in support of the FACTS program:

Roseann Fulcher  
Dorothy Rissil  
Roz Clark

**Councilmember Brewster moved to approve the service agreement with Flagstaff Unified School District and the Coconino Coalition for Children and Youth in the amount of \$247,319 for the FACTS Program and \$19,669 for the Coconino Coalition for Children & Youth Program; seconded by Councilmember Barotz.**

Brief discussion was held on the funding of the program and staff was asked for information on whether other funds such as CDBG monies may be available in the future besides those from the General Fund.

**Motion passed unanimously.**

**7. RECESS**

The Flagstaff City Council Meeting of August 27, 2012, recessed at 12:50 p.m.

**5:30 P.M. MEETING****8. RECONVENE REGULAR MEETING**

Mayor Nabours called the meeting back to order at 5:40 p.m.

**9. PLEDGE OF ALLEGIANCE, INVOCATION, AND VISION STATEMENT**

Mayor Nabours led the Council and audience in the Pledge of Allegiance.

**10. ROLL CALL**

On roll call the following were present:

Mayor Nabours  
Councilmember Barotz  
Councilmember Brewster  
Councilmember Oravits  
Councilmember Overton  
Councilmember Woodson

Those absent:

Vice Mayor Evans (excused)

Also present were:

Kevin Burke, City Manager  
Rosemary Rosales, City Attorney

**11. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. Consideration of Minutes:** Regular City Council Meetings of October 11, 2011; June 19, 2012; July 3, 2012; and July 17, 2012; Special Council Meetings of March 27, 2012 and April 24, 2012.

**RECOMMENDED ACTION:** Approve the minutes as submitted/corrected.

**Councilmember Woodson moved to approve the minutes as presented; seconded by Councilmember Oravits; passed unanimously.**

**PUBLIC PARTICIPATION**

The following individuals addressed the Council opposing the use of reclaimed water for snow making at Snow Bowl:

- ▶ Ann Marie Zeller
- ▶ Dawn Dwyer

**12. CARRY OVER ITEMS FROM THE 12:00 NOON AGENDA**

No carryover items from noon meeting

**13. PUBLIC HEARING ITEMS**

No items were submitted

**14. REGULAR AGENDA**

No items were submitted

**15. DISCUSSION ITEMS****A. Review of the September 4, 2012, City Council Meeting Draft Agenda**

**RECOMMENDED ACTION:** No action required

On the Final Agenda the Council's Rules of Procedure, as discussed at the Retreat, will be added and the Water Commission appointments will be removed to receive additional applications.

Mayor Nabours and Councilmember Oravits asked that a discussion of filling the vacancies on the Regional Plan Committee be placed on an agenda.

**INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND CITY MANAGER.**

Council activities consisted of the Great Food Truck Race, staff tours for new Councilmembers, Council Retreat, ride-alongs, BPAC retreat, and Tri for Life Bicycle event.

**PUBLIC PARTICIPATION**

The following individuals, along with two unnamed individuals, addressed the Council opposing the use of reclaimed water for snow making at Snow Bowl:

- ▶ Ann Marie Zeller
- ▶ Bernie Pollen

**16. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 6:08 p.m.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**CERTIFICATION**

STATE OF ARIZONA,            )  
  )     ss.  
Coconino County.            )

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on August 27, 2012. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 4th day of September, 2012.

\_\_\_\_\_  
CITY CLERK

**MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON MONDAY, AUGUST 27, 2012, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA**

1. Call to Order

Mayor Nabours called the meeting to order at 4:05 p.m.

2. Roll Call

MAYOR NABOURS

VICE MAYOR EVANS (Excused)

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS (arrived at 4:12 p.m.)

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

3. Recess into Executive Session

**Mayor Nabours moved to recess into Executive Session; seconded by Councilmember Overton; passed unanimously.**

The Flagstaff City Council recessed into Executive Session at 4:05 p.m.

4. EXECUTIVE SESSION

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; pursuant to ARS §38-431.03(A)(3), (A)(4), and (A)(7), respectively.

- i. City-owned Property on McMillan Mesa
- ii. Proposed Municipal Courthouse

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:30 p.m. at which time the Special Meeting adjourned.

---

MAYOR

ATTEST:

---

CITY CLERK



**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Brian Grube, Recreation Services Director  
**Date:** 08/17/2012  
**Meeting Date:** 09/04/2012



---

**TITLE:**

**Consideration of Ordinance No. 2012-13:** An ordinance of the Mayor and Council of the City of Flagstaff amending Flagstaff City Code, Title 3, Business Regulations; Chapter 3, User Fees; Section 3-10-001-0005, Recreation, revising Jay Lively Activity Center fees.

**RECOMMENDED ACTION:**

Postpone to the October 2, 2012, City Council meeting to allow sufficient time to develop more detailed information and to complete community outreach and discussion with the public.

**Policy Decision or Reason for Action:**

Not applicable

**Financial Impact:**

\$100,000 of revenue was budgeted for this fiscal year. This amount will be reduced as the fee implementation is delayed.

**Connection to Council Goal:**

Not applicable for this action.

**Has There Been Previous Council Decision on This:**

Yes, at the July 3, 2012, City Council meeting, the Council postponed this item to the September 4, 2012, City Council meeting.

**Options and Alternatives**

None at this time.

**Background/History:**

On July 3, changes to the Jay Lively user fees came before Council for discussion. During the meeting Council directed staff to obtain additional information and conduct additional community outreach.

**Key Considerations:**

Currently city staff are working on the following in preparation for the next Council meeting

- Options for phasing fees over a period of years.
- Multiple fee options which increases some fees immediately while leaving others to be phased in.
- Looking at each fee individually and its associated revenue.
- Options for possible revenue associated with advertisement on dasher boards.
- Conducting research with other rinks to understand how they utilize dasher boards
- Researching current summer ice revenue and expenses.
- Conducting community outreach with members of the public on website updates and general rink communication.
- Conducting community outreach with user groups to establish sustainable fee increases

**Community Benefits and Considerations:**

Not applicable for this action.

**Community Involvement:**

By postponing until October 2, 2012, additional community participation and input will be sought and considered in the future recommendations to the City Council.

**Expanded Options and Alternatives:**

Not applicable for this action.

**Date of Council Approval:****Attachments:**

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Deputy City Clerk	Margie Brown	08/17/2012 03:36 PM
Recreation Services Director (Originator)	Brian Grube	08/20/2012 09:35 AM
Community Enrichment Director	Elizabeth Anderson	08/23/2012 08:47 AM
Legal Assistant	Vicki Baker	08/23/2012 08:59 AM
Senior Assistant City Attorney DW	David Womochil	08/23/2012 02:10 PM
DCM - Jerene	Jerene Watson	08/23/2012 02:12 PM
Form Started By: Brian Grube		Started On: 08/17/2012 12:07 PM
	Final Approval Date: 08/23/2012	

## CITY OF FLAGSTAFF

### STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Margie Brown, Deputy City Clerk  
**Submitted For:** Rick Compau, Purchasing Director  
**Date:** 06/27/2012  
**Meeting Date:** 09/04/2012



---

#### TITLE:

**Consideration and Approval of Lease of City-Owned Property:** Snow play recreational area on the northeast portion of McMillan Mesa.

#### RECOMMENDED ACTION:

- (1) Approve the Lease Agreement with D&C Maintenance and Snow Plowing, L.L.C., for an annual lease fee of \$3,000 for the winter season of operation; revenue share, based on gross revenue less sales tax, of 5.5% up to \$400,000; 7.5% from \$400,001 to \$600,000; and 9.5% from \$600,001 and higher; with an initial term of ten (10) years and an option for two 5-year extensions upon mutual written agreement between both parties; and
- (2) Authorize the City Manager to execute the necessary documents.

#### Policy Decision or Reason for Action:

Award of this Lease Agreement will provide for a public snow play recreational area within the City of Flagstaff.

#### Financial Impact:

D&C will pay the City an annual Lease fee of \$3,000 and revenue share (gross revenue, less sales tax) of 5.5% up to \$400,000; 7.5% from \$400,001 to \$600K and 9.5% from \$600,001 and higher for an initial ten (10) year period. The City will provide a fifty (50%) credit towards the construction and landscaping expenditures of \$132,122 paid for by D&C specifically for the West side parking area. The fifty (50%) credit equates to \$66,061, which will be payable in the form of a credit, **to the Lessee**, in the amount of \$22,020, per year for the first three (3) years. **This credit of \$22,020** that will be deducted from the annual Lessor's revenue share for the first three (3) years.

#### Connection to Council Goal:

Livability through good neighborhoods, affordable housing and varied recreational activities. This initiative will provide for a public snow play recreational area within the City of Flagstaff. This snow play recreational area is a first-time amenity for all residents in the community. It represents a requested winter recreation outlet for the Flagstaff area residents, as well as a significant winter attraction for out of town guests, drawing tourism dollars to the area. This was a Council priority in last year's goals.

### **Has There Been Previous Council Decision on This:**

Yes. The lease of this City owned property on McMillan Mesa was discussed at the Council work session on May 8, 2012. Also, in November of 2009, a snow play park was proposed for City-owned property located at the east side detention basin located to the north of the Country Club, East Route 66 intersection.

### **Options and Alternatives**

Option A: Approve the recommended Lease Agreement with D&C Maintenance and Snow Plowing, L.L.C.;

Option B: Amend the Lease Agreement with D&C Maintenance and Snow Plowing, L.L.C.;

Option C: Not approve the Lease Agreement with D&C Maintenance and Snow Plowing, L.L.C., and direct City staff to re-solicit the Request For Proposals for a snow play recreation area;

Option D: Not approve the Lease Agreement with D&C Maintenance and Snow Plowing, L.L.C., and not provide or operate a snow play recreation area.

### **Background/History:**

The Proposed McMillan Mesa Snow Play recreation area is located on a portion of City-owned property. The area is located approximately one mile from downtown Flagstaff. The proposed snow play lease area consists of +/- fourteen (14) acres within a forty-three (43) acre piece of City owned property on the northeast portion of the Mesa. The area retains a portion of the north face of the Mesa escarpment with an elevation change of approximately 160 vertical feet. The City of Flagstaff operated a small ski recreational park in the same location approximately 20 years during the period of 1950-1970.

Subsequently after closing the area, the location and other City-owned property locations became popular free lance sledding hills without on-site management/supervision. The lack of direct management and supervision can create numerous problems, including illegal parking, littering, and sanitation issues. This proposed lease is for the daily operation and management of a snow play recreational area. . The Regional Land Use and Transportation Plan provides a land use designation for this parcel as a proposed park and recreation area and this proposed snow play recreation area would be in compliance with the plan.

The snow play park area is bounded on the north by Forest Avenue (4 lane arterial), on the east by Coconino High School, on the south by Gemini Street (2 lanes) and open space owned by the City, and the West by the USGS campus. Vehicle access to the property is provided by the intersection of Forest Avenue and Gemini Street. Pedestrian access is provided by the Flagstaff Urban Trail System and the sidewalk along the public streets. Bus access is provided by stops located at the intersection of Forest Avenue and Gemini Streets. The snow play park site is further supplied with 8 inch reclaimed water and 8 inch potable water lines. Sanitation sewer lines are located off-site in front of Coconino High School. Electric power can be supplied by the APS sub-station located adjacent to the lease area.

The Flagstaff Zoning Code classifies this snow play recreation area as an outdoor commercial recreation site and use of this site is permitted subject to a Conditional Use Permit ("CUP") to be reviewed and approved by the Planning and Zoning Commission. The Lease Agreement for this snow play recreation area shall be contingent upon approval of the CUP.

The only proposer to submit a proposal response, Recreation Resource Management ("RRM"), withdrew its proposal during a regular City Council meeting when a recommended action was made to award the Lease Agreement to RRM. City Council verbalized its continued interest in a snow play park and directed staff to find another location and consider proposals through a Request for Proposals ("RFP") process. A Request for Proposals was issued on June 20, 2011 for snow play area operations and management services and corresponding lease. One proposal was received from D&C. This lease will be

for an initial ten (10)-year period, with the option for two, five (5)-year extensions upon mutual written agreement between both parties.

The evaluation/selection committee was comprised of six (6) City employees representing the following areas: Purchasing, Capital Improvements, Planning, Recreation, and Public Works. The proposal evaluation process consisted of reviewing the written proposal as submitted, as well as formal discussions with D&C. The evaluation criteria consisted of:

- Qualifications and experience of the proposed company (weighted 15%)
- Qualifications and experience of the proposed manager assigned to the management of the snow play area (weighted 15%)
- Presented approach (weighted 35%)
- Schedule and timeline of complete operational setup (weighted 25%)
- Lease fee and revenue share (weighted 10%)

Based on the evaluation criteria, and formal discussions, the evaluation/selection committee recommends awarding the lease agreement to D&C.

### **Key Considerations:**

This snow play recreational area on McMillan Mesa is a recreational and economic opportunity for all stakeholders in the community. It represents a prime winter recreation outlet for the Flagstaff area residents, as well as a significant winter attraction for out of town guests, bringing tourism dollars and tax revenue to the City of Flagstaff and fulfills a Council priority. .

- The Contract period will be for an initial ten (10)-year period with the option to extend for an additional two (2), five (5)-year periods based on the mutual agreement of the City and D&C.
- D&C is on an aggressive timeline and accelerated schedule in order to meet an opening of this snow play recreational area for the next winter season starting in November of 2013. D&C will need to obtain a conditional use permit and order necessary equipment, conduct site preparation and construct parking lots, recruit and hire staff, and marketing the snow play recreational area.
- This site has been impacted when it was originally dedicated as a snow play/sledding area.
- The Lease Agreement is contingent upon the approval of a Conditional Use Permit.

### **Community Benefits and Considerations:**

The Flagstaff community will benefit from the following:

There is a need for a professionally managed snow play recreation area within the City of Flagstaff for use by the public. Our geography and climate lend itself to this outdoor recreation activity. This City-owned McMillan Mesa property, as the recommended site for a snow play recreational area, is within the City limits and will be managed and supervised by a professional company to help ensure the safety of those who will use this snow play recreation area. It represents a prime winter recreation outlet for the Flagstaff area residents as well as a significant winter attraction for out of town guests, bringing tourism dollars and tax revenue to the City of Flagstaff.

### **Community Involvement:**

Public Participation Goals of INFORM, CONSULT and INVOLVE were used. D&C, in conjunction with the City, has conducted community outreach efforts that included two (2) public forums to assess the needs and interests of the Flagstaff community for a snow play recreational area. These public forums also included a rendering of an engineering drawing of a site plan that included information regarding site preparation, sledding hill design, parking, equipment, ticket prices and snow making, which engaged further input and feedback from community members, as well as many patrons who are in favor of the snow play recreational area.

In addition to the two public meetings the proposal was also shared with various commissions

(Attachments include the minutes from the various commission meetings). On August 24, 2011 the proposal was presented to the Planning and Zoning Commission in preparation for discussions regarding the Conditional Use Permit. During the months of October and November of 2011 staff presented the proposal to the following commissions; Parks and Recreation, Tourism, Open Space, and the Water Commission. The intent was to provide general information about the snow play recreation area. Any feedback given by the Commissions, that may be reflected in the attached minutes, were then provided to the Proposer. solicit feedback which was then shared with the proposer. Additionally snow play has been a standing discussion item at the Parks and Recreation Commission meetings throughout 2011 and into 2012.

### Expanded Options and Alternatives:

Option B: Approve the recommended action to award the lease agreement with an amendment that allows for a lump sum of \$48,000, based on a sub contractor's quotation and validated as a reasonable Engineer's estimate, to be put in an escrow account for restoration of the snow play recreation area in lieu of a performance bond.

### Date of Council Approval:

**Attachments:**     Tabulation  
                               Lease Agreement  
                               P&Z Minutes  
                               Parks and Recreation Minutes  
                               Open Space Commission Minutes  
                               Water Commission Minutes

### Form Review

Inbox	Reviewed By	Date
Purchasing Director	Rick Compau	08/29/2012 12:19 PM
Recreation Services Director	Brian Grube	08/29/2012 12:21 PM
Senior Assistant City Attorney DW	David Womochil	08/30/2012 10:14 AM
Management Services Director	David Womochil	08/30/2012 10:15 AM
DCM - Josh	Elizabeth A. Burke	08/30/2012 11:02 AM
DCM - Jerene	Elizabeth A. Burke	08/30/2012 11:02 AM
DCM - Jerene	Elizabeth A. Burke	08/30/2012 04:29 PM
City Manager	Kevin Burke	08/31/2012 07:49 AM
Form Started By: Margie Brown		Started On: 08/22/2012 12:50 PM
	Final Approval Date: 08/31/2012	

**CITY OF FLAGSTAFF**  
**PURCHASING DIVISION**  
**SNOW PLAY AREA OPERATION and MANAGEMENT SERVICES LEASE, RFP NO. 2011-52**

**SCORING TABULATION**

<b>Evaluation Criterion #1-- (15 %) QUALIFICATIONS &amp; EXPERIENCE OF PROPOSED COMPANY</b>			
<b>D &amp; C MAINTENANCE and SNOWPLOWING</b>			
<i>Evaluator #1</i>	30		
<i>Evaluator #2</i>	37.5		
<i>Evaluator #3 ***</i>	0		
<i>Evaluator #4</i>	60		
<i>Evaluator #5</i>	45		
<i>Evaluator #6</i>	45		
<i>Evaluator #7</i>	45		
<b>Subtotal:</b>	<b>262.5</b>		
<b>Criteria Ranking:</b>	<b>1</b>		
<b>Evaluation Criterion #2-- (15 %) QUALIFICATIONS &amp; EXPERIENCE OF THE PROPOSED MGR.</b>			
<b>D &amp; C MAINTENANCE and SNOWPLOWING</b>			
<i>Evaluator #1</i>	15		
<i>Evaluator #2</i>	30		
<i>Evaluator #3***</i>	0		
<i>Evaluator #4</i>	60		
<i>Evaluator #5</i>	30		
<i>Evaluator #6</i>	45		
<i>Evaluator #7</i>	45		
<b>Subtotal:</b>	<b>225</b>		
<b>Criteria Ranking:</b>	<b>1</b>		
<b>Evaluation Criterion #3-- (35 %) PRESENTED APPROACH</b>			
<b>D &amp; C MAINTENANCE and SNOWPLOWING</b>			
<i>Evaluator #1</i>	140		
<i>Evaluator #2</i>	140		
<i>Evaluator #3***</i>	0		
<i>Evaluator #4</i>	140		
<i>Evaluator #5</i>	140		
<i>Evaluator #6</i>	140		
<i>Evaluator #7</i>	140		
<b>Subtotal:</b>	<b>840</b>		
<b>Criteria Ranking:</b>	<b>1</b>		

<b>Evaluation Criterion #4-- (25 %) SCHEDULE &amp; TIMELINE OF COMPLETE OPERATIONAL SETUP</b>			
<b>D &amp; C MAINTENANCE and SNOWPLOWING</b>			
Evaluator #1	100		
Evaluator #2	100		
Evaluator #3***	0		
Evaluator #4	125		
Evaluator #5	125		
Evaluator #6	100		
Evaluator #7	100		
<b>Subtotal:</b>	<b>650</b>		
<b>Criteria Ranking:</b>	<b>1</b>		
<b>Evaluation Criterion #5-- (10 %) LEASE FEE &amp; REVENUE SHARE</b>			
<b>D &amp; C MAINTENANCE and SNOWPLOWING</b>			
Evaluator #1	30		
Evaluator #2	40		
Evaluator #3***	0		
Evaluator #4	40		
Evaluator #5	40		
Evaluator #6	40		
Evaluator #7	40		
<b>Subtotal:</b>	<b>230</b>		
<b>Criteria Ranking:</b>	<b>1</b>		
<b>TOTAL:</b>	<b>2207.5</b>		

Evaluator #1	315		
Evaluator #2	347.5		
Evaluator #3***	0		
Evaluator #4	425		
Evaluator #5	380		
Evaluator #6	370		
Evaluator #7	370		
<b>TOTAL</b>	<b>2207.5</b>		
<b>Criteria Ranking:</b>	<b>1</b>		

\*\*\* Evaluator #3 was not able to participate in the evaluation/scoring process.



<b>Consultant</b>	<b>Name</b>	Total
<b>Moss</b>	<b>Adams</b>	#REF!
<b>The Azimuth</b>	<b>Group</b>	
<b>Plante</b>	<b>Moran</b>	#REF!
<b>Pacific</b>	<b>Technologies, inc.</b>	2207.5
<b>Management</b>	<b>Partners</b>	
<b>EGOV</b>	<b>Consulting</b>	#REF!
<b>Matrix</b>	<b>Consulting</b>	#REF!
<b>MSS</b>	<b>Technologies</b>	#REF!
<b>Reliable</b>	<b>Resources</b>	
<b>MTG</b>	<b>Mgnt Consultants</b>	#REF!
<b>Data Site</b>	<b>Consortium</b>	#REF!
<b>Vantage Tech</b>	<b>Consulting Grp</b>	#REF!

**LEASE AGREEMENT  
CITY OF FLAGSTAFF McMILLAN MESA PROPERTY**

This Lease (“Lease”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Flagstaff (“City”), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and D&C Maintenance and Snowplowing, an Arizona Limited Liability Corporation (“Lessee”), whose address is 3058 N. Joy Lane, Flagstaff, Arizona 86001. The City and Lessee are sometimes referenced in this Lease as “Party” or “Parties,” as the case may be.

**RECITALS**

The City is the owner of forty-three (43) acres on McMillan Mesa (the “Property”). The lease park area is bounded on the North by Forest Avenue (4 lane arterial), on the East by Coconino High School, on the South by Gemini Street (2 lanes) and open space owned by the City, and the West by the USGS campus. Only fourteen (14) acres of this property will be used for Snow Play operations.

The City published Request for Proposals Number 2011-52 (“RFP”) on or about June 20, 2011, for offers to enter into a lease with the City for operation of a snow play recreation area located on McMillan Mesa for the convenience of the public to utilize the area for recreational purposes. Lessee agrees to provide the services as set forth in their proposal response incorporated in Exhibit A at the monthly lease fee and revenue share as outlined in Article IV, Lease Fee and Revenue Share. All of the terms and conditions set forth in the Request for Proposals (“RFP”) pertaining to the services in Exhibit A shall be incorporated in this Lease as if fully set forth herein.

Lessee responded to the RFP and the City determined that Lessee was the most responsive, responsible Proposer to the RFP.

NOW, THEREFORE, in consideration of the Property and the mutual covenants contained herein, the City and Lessee agree as follows:

**ARTICLE I. DEFINITIONS**

As used in this Lease, the following terms, phrases, words and their derivations have the meaning given below. Unless inconsistent with the context, words in the singular include the plural, and masculine terms and pronouns include the feminine and neuter, and vice-versa, as the context may require.

- A. “McMillan Mesa” means the area that is bounded on the North by Forest Avenue (4 lane arterial), on the East by Coconino High School, on the South by Gemini Street (2 lanes) and open space owned by the City, and the West by the USGS campus

- B. “City” means the City of Flagstaff, Arizona, as represented by the City Council of the City of Flagstaff, and where this Lease speaks of “approval by the City,” approval means action by the City Council of the City of Flagstaff, unless otherwise indicated.
- C. “Designated Representative,” “Director” or “Manager” means the City’s Recreation Services Director.
- D. “CPI” means the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, United States Department of Commerce, or such other index that the Bureau of Labor Statistics may later publish in lieu of the Consumer Price Index.
- E. “Fixed Lease” means Lessee’s fixed annual Lease obligation based on the square footage of the Property, as provided in Section A of Article IV, exclusive of the common parking area to which Paragraph B(1)(b) of Article II refers.
- F. “Gross Receipts” means the total sales price, exclusive of sales and excise taxes, of merchandise and services sold by Lessee from the Property, or off Property if connected with Lessee’s operations on the Property, whether for cash or for credit, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price, as if it had been sold for cash or the fair and reasonable value, whichever is the greater. The total sales price of any and all sales of merchandise accepted by Lessee on consignment shall be included in its Gross Receipts.
- G. “Lessee” means D&C Maintenance and Snowplowing, LLC, an Arizona Limited Liability Corporation, entering this Lease as the operator and tenant of the Property.
- H. “Percentage Rent or Revenue Share” means that portion of Lessee’s rent obligation under this Lease based on its Gross Receipts, as provided by Section B of Article IV.
- I. “Property” means that space leased to Lessee herein, as shown and further described in Exhibit A, “General Description of the Leased Snow Play Recreation Area,” attached to and incorporated into this Lease.

## **ARTICLE II. LEASE AND USE OF PROPERTY**

### **A. LEASE OF PROPERTY**

The City, for and in consideration of the rentals and fees reserved in this Lease and of the covenants, conditions and agreements to be done and performed by Lessee, hereby leases and demises to Lessee, and Lessee does hereby take and lease from the City, the Property upon the terms, covenants and conditions hereinafter set forth. Lessee warrants that it has physically inspected the Property and accepts the Property in its present condition, “as is.” Enforcement of this Lease Agreement is contingent upon approval of the Conditional Use Permit that will be submitted by the Lessee.

## **B. USE OF PROPERTY**

Lessee is entitled to occupy and operate the Property solely as set forth in this Lease and for no other purposes than such business purposes as may be necessary and incidental thereto. Lessee shall, on an exclusive basis, operate and manage a snow play area, as well as sell food, non-alcoholic beverages, and various snow play related products to the general public from the Property. Lessee covenants and agrees that it shall maintain a noncritical assessment rating from the Coconino County Health Department regarding the standards of food service in its occupation and operation of the Property.

### **1. Common and Joint Use Areas**

- (a) Subject to all rules and regulations, Lessee's agents and employees, patrons and invitees, and Lessee's suppliers of service and furnishers of materials shall have the right of ingress to and egress from the Property.
- (b) Lessee and Lessee's agents and employees, patrons and invitees shall have the exclusive right to use the vehicular parking area as designated by the City and constructed by Lessee.

## **C. CONSTRUCTION OF TENANT IMPROVEMENTS**

### **1. General**

Lessee may, at its sole cost and expense, provide and install any necessary improvements, such as counter areas, facilities, decorations, signs, fixtures and equipment for the Property. All such improvements shall be of high quality, safe, modern in design, attractive in appearance, and shall be made or installed at the Property only with the prior written consent of the Recreation Services Director. Lessee shall submit a description of the proposed improvements to the Recreation Services Director at least seven (7) days prior to installation. To the extent practicable, all improvements shall be removable at the end of each annual snow play recreation season.

### **2. Permits and Authorizations**

Lessee shall make no improvements to the Property until it has first, at its sole cost and expense, submitted all design and construction plans, specifications and related documents for the improvements to the City's Building and Safety Division, and that Division has issued a building permit for the improvements. Lessee shall further diligently pursue and obtain all other permits, licenses and authorizations required for the construction of the improvements and operation of the Property.

### **3. Insurance**

Before commencing any improvement or equipment installation at the Property, Lessee shall require that its construction contractors procure and maintain insurance for any construction and installation protecting both Lessee and City, as well as the construction contractors, with policy amounts and coverage as the City in each instance determines, and provide certificates of insurance with respect to all such policies to the City prior to

commencement of construction. Such policies shall name the City as an additional insured.

**4. Construction Standards, Rules and Regulations**

Lessee shall ensure that all improvements, additions or alterations constructed by Lessee at the Property are constructed in a good and workmanlike manner and conform to all applicable statutes, ordinances, building codes, rules and regulations of any governmental authority having jurisdiction. Lessee shall require in all contracts for construction that all contractors also comply with all applicable statutes, ordinances, codes, rules and regulations. Lessee's construction work shall be subject to inspection by the City's Building and Safety Division and its authorized personnel during reasonable business hours. Lessee shall keep the Property free and clear of liens for labor and material and shall indemnify, defend and hold the City harmless from any liability arising therefrom.

**5. Cost of Improvements**

Lessee shall bear all costs of the construction of any and all improvements, alterations and additions to the Property by or for Lessee.

**6. Additional Alterations, Additions or Replacements**

Lessee shall make no alterations, additions, replacements or improvements to the Property other than those for which it will obtain a building permit upon commencement of this Lease, nor shall Lessee install any equipment which requires any electrical connection (other than by ordinary wall plug or floor receptacle) nor make any changes in those electrical connections installed on the Property without the prior written consent of the Recreation Services Director. Any electrical service other than that provided at the execution of this Lease shall be installed and provided at Lessee's sole cost and expense.

**D. MAINTENANCE OF PROPERTY AND IMPROVEMENTS**

**1. General Maintenance**

Lessee shall, at its sole cost and expense, maintain the Property and all improvements, additions or alterations to the Property in good working order and in a condition based on a standard of care reflecting prudent property management, reasonable wear and tear expected.

**2. Preventive Maintenance and Repair**

Lessee shall perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and repair of all Lessee owned structures (e.g., concessions lodge, merchandise shop, parking lot, etc.), personal property, and equipment at the Property.

**3. Off-Property Repair**

Lessee shall, at its sole cost and expense, immediately repair any and all damage in or to any area of the leased Property occasioned by the intentional or negligent acts, omissions or fault of Lessee, its agents or employees, and shall immediately remove any litter, debris, petroleum products or other liquids, waste or grease that may result from its operations or the activities of its agents, employees, or suppliers.

#### **4. Maintenance or Repair by the City upon Lessee's Default**

- (a) In the event that Lessee fails to perform any obligation required by this Section D to be performed by Lessee at Lessee's cost for a period of fifteen (15) days after receipt of written notice from the City to do so, the City, upon the expiration of the fifteen (15) day period may, but shall not be obligated to, perform that obligation of Lessee, which may include entry upon the Property if reasonably required.
- (b) Notwithstanding the foregoing, in the event that Lessee's failure to perform such of its obligations under this Section D endangers the health or safety of the public, the City may, but shall not be obligated to, perform the obligation of Lessee upon prior written notice of its intent to do so, without awaiting the expiration of the fifteen (15) day period.
- (c) In the event that the City performs any obligation of Lessee under this Section D, then the City is entitled to invoice Lessee for the reasonable cost and expense of performing such obligations, plus a fifteen percent (15%) administrative charge, and Lessee shall pay, as additional rent, such amount on or before the first day of the next month following along with its payment of Fixed Rent.
- (d) The City shall not be liable to Lessee for any loss, cost or expense to Lessee resulting from the City's performance of Lessee's obligations in accordance with the provisions of this Section D.

#### **E. ENTRY AND INSPECTION OF PROPERTY**

##### **1. Entry and Inspection**

The City and its authorized officers, employees, agents, contractors, subcontractors or other representatives shall have the right to enter upon the Property:

- (a) During reasonable business hours to determine whether Lessee is complying with the terms and conditions of this Lease;
- (b) During reasonable business hours for the purpose of inspecting the Property and for purposes of fulfilling the City's obligations under this Lease, provided, however, that entry shall be at such times and in such manner as not to interfere unreasonably with the operations of Lessee; and
- (c) At any time as may be required by an emergency or for emergency repairs or maintenance, without any liability or responsibility to Lessee for loss of business.

##### **2. No Termination or Interference**

No entry by or on behalf of the City upon the Property shall cause or constitute a termination of this Lease, nor be deemed to constitute an interference with Lessee's

possession of the Property, nor constitute a revocation of or interference with any of Lessee's rights concerning exclusive use of the Property.

### **ARTICLE III. TERM**

#### **A. INITIAL TERM**

This Lease shall become effective upon its execution by both Parties and shall continue in force and effect for an initial term of ten (10) years, unless sooner terminated as provided herein.

#### **B. RENEWAL**

Upon completion of its initial term, and provided that Lessee is not in default under this Lease, this Lease may be renewed by the City Council for two (2) additional five (5) year terms, subject to written approval by both parties and to any modifications to the Lease as are mutually agreeable.

### **ARTICLE IV. LEASE FEE AND REVENUE SHARE**

#### **A. LEASE FEE**

Lessee shall make annual lease payments in the amount of **Three Thousand Dollars (\$3,000)** due and payable within thirty (30) days of the end of the winter season when D&C Maintenance and Snowplowing has closed their operation of the snow play park.

Lessee shall also make a one-time payment of seventy-five thousand dollars (\$75,000) due before any work is done on tenant improvements.

#### **B. REVENUE SHARE**

In addition to the Lease Fee, provided in Section A above, Lessee shall pay to the City a percentage of revenue based on Lessee's monthly Gross Adjusted revenues, defined as all revenues less applicable sales and excise taxes calculated as follows: **5.5% up to \$400,000; 7.5% from \$400,001 to \$600,000 and 9.5% from \$600,001 and higher.** A dedicated bank account for deposits from this contract shall be established to facilitate audits. Lessee shall provide to the City a two (2) tier system and give free day passes, at no charge, as follows:

1. Prior to installation of snow making equipment, Lessee shall grant the City of Flagstaff **three hundred (300) free day passes per year.** These passes shall be distributed in three (3) phases based on operating days. One hundred (100) of the free day passes shall be distributed to residents prior to or during the first ten (10) operating days in each season. If there is sufficient snow to allow eleven to twenty (11-20) operating days, an additional one hundred (100) free day passes shall be distributed to residents. If there is sufficient snow to allow twenty-one (21) or more operating days in a season, an additional one hundred (100) free day passes shall be distributed to residents.
2. After snow making equipment has been installed at the snow play area, the Lessee shall distribute to the City **six hundred (600) free day passes per year.** These free day passes

shall be distributed in three (3) monthly installments of two hundred (200) per month until all six hundred (600) have been distributed to residents.

The Lessee's intentions in giving these free day passes to the City is to provide some of the underprivileged residents within the City of Flagstaff access to the snow play park. The City shall determine how these free day passes will be distributed.

The Lessee shall work with the Flagstaff Unified School District and offer a two dollar (\$2.00) per person daily rate for all organized school trips and functions during the operating season.

**C. REPORTING AND PAYMENT OF REVENUE SHARE**

Lessee shall, on or before the tenth (10th) day of each month in which Lessee engages in operations during the term of this Lease, submit to the City a detailed statement showing its Gross Receipts from its operations at the Property for the preceding calendar month and showing such reasonable detail and breakdown as the City may require. Each statement shall be accompanied by payment of that preceding month's Percentage Rent, calculated as provided in Section B of this Article IV.

**D. CPI ADJUSTMENT**

The annual lease fee shall be adjusted at the beginning of each calendar year during the term of this Lease and any renewal term by the same percentage as that represented by the change, if any, in the Consumer Price Index for All Urban Consumers ("CPI") most recently published by the Bureau of Labor Statistics, United States Department of Commerce (or such other index that the Bureau of Labor Statistics may later publish in lieu of the CPI at that time), as compared with the CPI most recently published one year prior.

**E. ACCOUNTING**

**1. Books and Records**

Lessee shall, with respect to all business done by it at the Property, keep true and accurate account records and books which shall, among other things, show all sales made and services performed for cash or credit or otherwise, without regard to whether paid for or not, and the gross sales of each business and the aggregate amount of all sales and services and orders of each, and of all the Lessee's business done upon and within or from the Property. The account records and books shall be maintained at a location within the city limits of the City and shall be available and convenient for inspection by the City as provided in Subsection 3 of this Section E.

**2. Annual Reports**

Within ninety (90) days after the end of each calendar year during the term of this Lease and any renewal term, Lessee shall furnish to the City an annual accounting statement prepared according to generally accepted accounting principles, in such form as the City may reasonably require, which is a true disclosure of the operations of Lessee at the Property, including but not limited to Lessee's Gross Receipts and Percentage Rentals for the previous year.



**3. Audit**

The City and its employees, agents and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine such records, cash registers, books, and other data as may be necessary to confirm Lessee's Gross Receipts for Lessee's operations at the Property. If any such inspection or audit discloses any material misstatement, the City may terminate this Lease for cause immediately, without penalty or liability to the City.

**F. LATE PAYMENT**

All amounts due from Lessee to the City under this Lease that are not paid by Lessee when due shall be subject to a charge of ten percent (10%) of the amount due, plus interest at the rate of one percent (1%) per month, or fraction of a month, from the time due and owing until paid. This late payment and interest shall be payable as additional rent, subject to all the terms and conditions hereof.

**ARTICLE V. BUSINESS OPERATIONS AND LESSEE'S OBLIGATIONS**

**A. GENERAL**

Lessee shall not use or permit the use of the Property, or any part thereof, for any purpose or use other than as authorized by this Lease without the prior written consent of the City.

**B. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

**1. General**

Lessee, its employees, representatives and agents, shall comply at all times with all present or future laws, rules, ordinances and regulations, and all amendments or supplements thereto, governing or relating to the use of the Property, or that may from time to time be promulgated by Federal, State or local governments and their authorized agencies.

**2. Taxes, Licenses and Permits**

Lessee shall promptly pay all taxes, excises, license fees, permit fees, levies or assessments of whatever nature applicable to its operation and lease of the Property. Lessee may elect, however, at its own cost and expense, to contest any such tax, excise, license fee, permit fee, levy or assessment, provided that such contest is in accordance with law and does not result in a violation by Lessee of any law, rule, regulation or ordinance. Lessee shall keep current all local, State or Federal licenses or permits required for the conduct of its business. Lessee shall, upon request, display to the Recreation Services Director any and all permits, licenses, authorizations or other evidence of compliance with such laws, rules and regulations.

**3. Energy Conservation**

Lessee shall comply with all local, State and Federal laws, rules, regulations and orders pertaining to energy conservation and management.

## **C. SANITARY OPERATION**

### **1. General**

Lessee shall maintain and operate the Property in a safe, clean, orderly and inviting condition at all times satisfactory to the City. Lessee shall always conduct its operations on the Property in a manner using all available and practical devices to reduce to a reasonable minimum, considering the nature and extent of Lessee's operation, the emanation from the Property of noise, vibration, movement of air, fumes and odors, so as not to interfere with the use of other property adjoining the Property. Lessee shall always conduct its operations in accordance with the current regulations of the United States Environmental Protection Agency and of other applicable Federal, State and local authorities.

### **2. City's Right to Cure Default**

In order to maintain a high level of custodial services at the Property, the City, upon a default of Lessee in its obligations under this Section, may provide necessary custodial services within the Property or without, and Lessee shall, in such event, pay to the City the cost of the City's custodial services as additional rent, plus a fifteen percent (15%) administrative charge, on the first day of the next month following, along with its payment of Fixed Rent for such month.

## **D. HOURS OF OPERATION**

Lessee may operate the snow play park from "sun up" until "sun down." Lighting, for night time operation, is not permissible. During operating hours, Lessee shall keep the Property open for business, offering its goods and services to the public and having attendants on duty at the Property during all hours of operation seven (7) days per week, including Sundays and holidays. These hours and days of operation may be adjusted with written consent of the Recreation Services Director. Closures during normal operating hours are permissible for limited periods of time, not to exceed two (2) hour intervals. Such hours are subject to such reasonable changes as agreed upon by Lessee and the Recreation Services Director.

## **E. CONTROL OF PERSONNEL**

Lessee shall, at the Property, exercise reasonable control over the conduct, demeanor and appearance of its employees, agents and representatives and the conduct of its contractors and suppliers. Upon objection from the Recreation Services Director to Lessee concerning the conduct, demeanor or appearance of such persons, Lessee shall, within a reasonable time, remove or correct the cause of the objection. Lessee shall require all of its employees, agents, representatives and subcontractors, or independent contractors, hired by Lessee working in view of the public, to wear clean and neat attire and to display appropriate identification, and Lessee shall require all of its employees to conduct themselves in a professional manner.

## **F. DESIGNATED SNOW PLAY AREA LANDSCAPING AND PARKING**

1. Lessee shall provide at Lessee's expense, landscaping and parking lots as outlined in Exhibits B and C (See attached). The City shall provide a fifty percent (50%) credit

towards the construction and landscaping expenditures specifically for the West side parking area, based on the following costs obtained through a competitive Request For Quotations process as follows:

West side parking area: \$97,174.00

West side landscaping: \$34,948.00

**Total: \$132,122.00**

2. Based on the Lessee's total dollar cost of one hundred thirty-two thousand one hundred twenty-two dollars (\$132,122) for construction and landscaping for the West side parking area, the City shall pay fifty percent (50%) or sixty-six thousand sixty one dollars (\$66,061), which shall be payable in the form of a credit in the amount of twenty-two thousand twenty dollars (\$22,020) per year, that shall be deducted from the Lessor's annual revenue share for three (3) years. The City's payment obligations under this section shall be limited to deductions from Lessor's annual revenue share.
3. Lessee shall be responsible for snow removal from the designated snow play area parking lots outlined in Exhibits B and C.
4. Parking and landscaping shall be installed on both the East and West side of Forest Ave. that will comply with Exhibits B and C. Additionally, the landscape plant sizes shall include, at a minimum, six-foot (6') high ponderosa pines and all deciduous trees shall be, at a minimum, two-inch (2") caliper trees. The temporary parking lots shall, at a minimum, be constructed with a six-inch (6") aggregate base coarse and an engineering variance will be necessary. The parking lot shall be maintained including snow plowing during operations and dust free when not in use. Asphalt paving of the aisle ways of the parking lot(s) will be required after three (3) years of snow play park operations. A drop-off/pick-up queuing and stacking area shall be incorporated into the proposal to accommodate a minimum of twelve (12) cars/trucks within the parking plan.
5. The parking lot(s) and associated landscaping shall substantially conform to Exhibits B and C. However, through the review of the Conditional Use Permit application for the proposed snow play use, the Planning Commission may modify the parking lot(s) and associated landscaping areas to respond to the application, required findings, and input received at the Public Hearing for the Conditional Use Permit.

#### **G. LIENS**

Lessee shall not permit or suffer the placement on the Property, or on any fixture, addition, betterment or improvement thereto, any lien of any nature, including but not limited to tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Lessee or any of its contractors or subcontractors upon the Property, or arising out of or because of the performance of any work or labor to it or them at the Property, or the furnishing of any materials to it or them for use at the Property. Should any such lien be made or filed, Lessee shall bond against or discharge the lien within ten (10) days after written request by the Recreation Services Director.

## H. INDEMNIFICATION

1. Lessee shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees and volunteers (collectively "Indemnatee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, costs of claim processing, investigation, and litigation, and reasonable attorney's fees (collectively referred to hereinafter as "Claims") for personal injury, including death, or property damage, caused by or arising from, in whole or in part, the acts, errors, omissions, negligence, or alleged negligence of Lessee, or any of Lessee's directors, officers, agents, employees, volunteers, contractors or subcontractors. This indemnification includes all Claims arising or recovered under the Workers' Compensation laws, or arising out of the failure of Lessee to comply with any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Lessee from and against all Claims. Lessee shall be responsible for all primary loss investigation, defense, and judgment costs where this indemnification is applicable. This indemnification by the Lessee shall extend, but not be limited to, the following:
  - (a) Construction by or through the Lessee of any improvements or any other work or thing done in, on or about the Property or any part thereof;
  - (b) Any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Property, areas adjacent thereto or improvements thereon by or through the Lessee, or any nuisance made or suffered thereon, or any failure by the Lessee to keep the Property or space comprising a part thereof in a safe condition;
  - (c) Any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Property, areas adjacent thereto or improvements thereon, or any part thereof;
  - (d) Any lien or claim which may be alleged to have arisen against or on the Property, or improvements thereon, or any part thereof, or any of the assets of, or funds appropriated to, the City, or any liability which may be asserted against the City with respect thereto;
  - (e) Any acts or omissions of Lessee, Lessee's subtenant or any of its or their respective agents, contractors, servants, employees, licensees or invitees;
  - (f) Any failure on the part of Lessee to pay rent, or to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease, and the exercise by the City of any remedy provided in this Lease with respect thereto;

- (g) Any tax which Lessee is obligated to pay or cause to be paid, including any tax attributable to the execution, delivery or recording of this Lease.
- 2. The foregoing provisions shall survive the expiration or earlier termination of this Lease to the extent that the act, error, omission, negligence or alleged negligence arose prior to such expiration or termination.
- 3. Lessee shall hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Property at the sole risk of Lessee, and, to the extent set forth above, hold the City harmless from any loss or damage thereto by any cause whatsoever. The obligations of Lessee under this Article V(F) shall not in any way be affected by the absence of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Lease.
- 4. In the event that any Claims are made or brought against the City by reason of any event, specified or unspecified, which is the subject of Lessee's foregoing indemnification, then, upon demand by the City, the Lessee, at its sole cost and expense, shall resist or defend such Claims in the City's name. Notwithstanding the foregoing, the City may engage its own attorneys to defend it or to assist in its defense, and Lessee shall pay the reasonable fees and disbursements of such attorneys.

#### **I. INSURANCE**

Lessee shall procure and maintain for the duration of the Lease insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, this Lease regarding the acts or omissions of Lessee, Lessee's agents, representatives, employees, subtenants, contractors, or subcontractors. The insurance requirements herein shall be minimum requirements for this Lease and in no way limit the indemnification covenants contained herein. The City does not represent or warrant that the minimum limits set forth herein are sufficient to protect Lessee from liabilities that might arise out of this Lease, and Lessee is free to purchase such additional insurance as Lessee may determine is necessary.

- 1. **Minimum Scope and Limits of Insurance.** Lessee shall provide coverage at least as broad and with limits not less than those stated below.
  - (a) **Commercial General Liability – Occurrence Form**  
*(Form CG 0001, ed. 10/93 or any replacement thereof)*  
General Aggregate -- \$2,000,000  
Personal and Advertising Injury -- \$1,000,000  
Each Occurrence -- \$1,000,000  
Fire Damage (any one fire) -- \$50,000  
Medical Expense (any one person) -- Optional
  - (b) **Umbrella Excess Liability**  
Excess Liability -- \$2,000,000

(c) **Workers' Compensation -- Statutory**

Employer's Liability: Each Accident -- \$500,000

Disease -- Each Employee -- \$500,000

Disease -- Policy Limit -- \$500,000

2. **Self-insured Retention/Deductibles.** Any self-insured retentions and deductibles shall be declared to and approved by the City.

3. **Other Insurance Requirements.** All policies shall contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverages.

(i) The City of Flagstaff, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Property subject to this Lease and activities performed by or on behalf of Lessee, including products and completed operations of Lessee, and automobiles owned, leased, hired or borrowed by Lessee.

(ii) Lessee's insurance shall contain broad form contractual liability coverage.

(iii) The City of Flagstaff, its officers, officials, agents, employees and volunteers, shall be named as additional insureds to the full limits of liability purchased by Lessee even if those limits of liability are in excess of those required by this Lease.

(iv) Lessee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees or volunteers, shall be in excess to the coverage of Lessee's insurance and shall not contribute to it.

(v) Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(vi) Coverage provided by Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

(vii) All policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from Lessee's operations, occupancy and use of the Property subject to this Lease.

(b) Workers' Compensation and Employee's Liability Coverage. The insurer agrees to waive all rights of subrogation against the City, its officials, officers, agents,

employees and volunteers for losses arising from Lessee's operations, occupancy and use of the Property subject to this Lease.

4. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Lease shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Such notice shall be sent directly to the Recreation Services Director as provided in Article VII(D) herein.
5. **Acceptability of Insurers.** Lessee shall obtain insurance coverage hereunder with insurers duly licensed, or approved unlicensed companies, in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Lessee from potential insurer insolvency.
6. **Verification of Coverage.** Lessee shall furnish the City with certificates of insurance (*ACCORD form*) as required by this Lease. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

The City shall approve all certificates of insurance before Lessee takes possession of the Property. Lessee's failure to maintain the insurance policies as required by this Lease, or to provide timely evidence of policy renewal, shall constitute a material breach of this Lease. All certificates of insurance shall be sent directly to the Recreation Services Director as set forth in Article VII(D) herein. A description of the Property shall be noted on the certificates of insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time.

7. **Approval.** Any modification or variation from the insurance requirements in this Lease shall have the prior written approval of the City's Risk Manager. Such action shall not require a formal Lease amendment but may be made by administrative action.
8. **Policy Review and Adjustment.** All insurance policies required by this Lease shall be subject to periodic review and adjustment by the City, at the City's sole discretion, in order to determine the adequacy of the insurance amounts in light of the then existing circumstances.
9. **Failure to Maintain Insurance.** In the event that Lessee fails or refuses to provide copies of the renewal insurance policies, together with evidence of payment of premiums therefore, or otherwise fails or refuses to procure or maintain insurance coverage as required by this Lease, the City shall have the right, at the City's sole discretion, to procure and maintain such insurance coverage upon giving five (5) days' prior notice to Lessee. After obtaining such insurance coverage, the City shall give prompt notice to Lessee of the City's payment of premiums, stating the amounts paid and the name(s) of

the insured(s). Any such premiums paid by the City hereunder shall be due and payable by Lessee to the City on the first day of the month following the date on which the premiums were paid.

**J. FIRE PROTECTION**

Lessee shall at all times keep and maintain in good working order at the Property such fire extinguishing equipment and apparatus as may be required by any of Lessee's insurance policies maintained under this Lease, or as otherwise may be adequate and appropriate to Lessee's use of the Property, and shall, from time to time and as often as reasonably required by the City, conduct tests of the fire extinguishing equipment and apparatus.

**K. NON DISCRIMINATION**

**1. General**

Lessee shall furnish its goods and/or services at the Property on a fair, equal and non-discriminatory basis to all patrons and shall charge fair, reasonable and nondiscriminatory prices for each unit or service. Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

**2. Compliance with Civil Rights Act**

Without limiting the generality of the foregoing, Lessee, for itself and its heirs, personal representatives, successors in interest and assigns, as a part of the consideration for this Lease, does hereby covenant and agree that:

- (a) No person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Property;
- (b) In the construction of any improvements on, over, or under the Property, and the furnishing of services at the Property, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color or national origin;
- (c) No person shall be subject, on the grounds of race, color, or national origin, to segregation or special treatment in any manner related to the receipt of any goods or services furnished at or from the Property;
- (d) Lessee shall use and operate the Property at all times in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Subtitle A, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as amended and as the same may be amended from time to time;
- (e) Noncompliance with any of the above nondiscrimination covenants shall constitute a material breach of this Lease, and in the event of such noncompliance, the City shall have the right to judicially enforce such covenants and/or terminate this Lease and



reenter and repossess the Property, and to hold the same as if this Lease had never been made or entered into, provided that all notice, appeal and related procedures of 49 C.F.R. Subtitle A, Part 21 are followed and completed prior to such termination; and

- (f) Lessee shall include the provisions of this Subsection K(2) in any lease, agreement or contract by which Lessee shall grant any right or privilege to any person, firm or corporation to render accommodations, goods and/or services to the public on the Property.

#### **L. LIMITATION OF LIABILITY**

The City shall not, by virtue of the events described in Section A of Article VI, be liable to Lessee for any interruption of any service or utilities beyond the control of the City, and, except as otherwise may be expressly set forth in this Lease, Lessee shall have no cause of action against the City for constructive eviction or otherwise as a result of any such interruption. Lessee expressly agrees that the City shall not be liable to Lessee for bodily injury or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority and not caused solely by the negligence or willful acts or omissions of City.

### **ARTICLE VI. DEFAULT AND TERMINATION**

#### **A. TERMINATION BY THE CITY**

Lessee acknowledges and agrees that the City may, at its option, upon the occurrence of any of the following events, immediately or at any time thereafter, terminate this Lease and, without demand or notice, enter into and upon the Property or any part thereof and repossess the same and expel Lessee and any persons claiming by, through or under Lessee, and remove its or their property and effects, if any, forcibly if necessary, from the Property, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be available for arrearage of rent or breach of any provision of this Lease:

1. If Lessee shall be in arrears in the payment of any rent due under this Lease for a period of ten (10) days or more;
2. The failure or refusal of Lessee to conduct its operations at the Property continuously as required in this Lease, and such failure or refusal continues for a period of at least ten (10) days after the City has notified Lessee in writing of such default;
3. The failure or neglect of Lessee to perform any of the covenants, terms and conditions of this Lease (other than payment of rent and continuous operation of Lessee's business operations), and the failure or neglect continues for a period of at least thirty (30) days after the City has notified Lessee in writing of the failure or neglect, or, in the event that the failure or neglect cannot be completely corrected within the thirty (30) day period, if Lessee has not actively begun correcting the failure or neglect within the thirty (30) day period;

4. The voluntary abandonment by Lessee of the Property for a period of thirty (30) days or more;
5. The seizure or taking of possession for a period of fifteen (15) days or more, of all or substantially all of the property used on the Property belonging to Lessee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;
6. The filing of any lien against the Property because of any act or omission of Lessee which is not discharged or contested in good faith (as the City shall determine in its sole discretion) by proper legal proceedings within twenty (20) days of receipt of actual notice of the lien by Lessee;
7. Lessee's willful falsification of any of its business records or books with the intent of depriving the City of any rents or other rights under the terms of this Lease;
8. If Lessee shall make or attempt to make an assignment, transfer, merger or consolidation of its business operations at the Property in violation of Section B of Article VII of this Lease, or;
9. Any permanent injunction of Lessee's conduct of business at the Property by a court of final jurisdiction; provided, however, that if Lessee is temporarily enjoined from doing business at the Property, any resulting cessation of business by Lessee so long as the injunction remains in effect shall not be considered a breach of this Lease or cause for termination by the City, unless and until the injunction becomes permanent.

## **B. ADDITIONAL REMEDIES**

### **1. Statutory Remedies**

In addition to any other remedies provided in this Lease, the City, as lessor, shall be entitled to all of the remedies enumerated in Title 33, Chapter 3, Article 4 of the Arizona Revised Statutes, the provisions of which are hereby incorporated by reference into this Lease, as if the same were set forth in their entirety, upon the occurrence of any of the events set forth therein.

### **2. Remedies Cumulative**

The remedies of the City set forth in this Lease shall be cumulative and are not intended to be exclusive of any other remedies or means of redress to which the City may be lawfully entitled in the event of Lessee's breach of any provision of this Lease. In addition to any other remedies set forth in this Lease, the City shall be entitled to specific performance and to restraint by injunction of any violation, or attempted or threatened violation, of any of the terms, covenants, conditions or other provisions of this Lease.

## **C. TERMINATION BY LESSEE**

**1. Termination for Cause**

In addition to any other rights of cancellation it may have under this Lease or by law, Lessee may, at any time that Lessee is not in default, terminate this Lease at its option by giving the City thirty (30) days' prior written notice of termination, upon the occurrence of any of the following events:

- (a) The issuance, by a court of competent jurisdiction, of an injunction of at least thirty (30) days' duration, prohibiting or restraining the use of the Property, or Lessee's business operations.
- (b) A breach by the City of any material covenant of this Lease, which remains uncured for a period of thirty (30) days following written notice of the breach to the City, or, in the event that the breach cannot be completely cured within the thirty (30) day period, if the City has not actively begun curing the breach within the thirty (30) day period;
- (c) Lessee's inability to use the Property or to conduct its business operations at the Property due to unsafe conditions which are beyond the control of Lessee; or
- (d) The seizure or other assumption of control of the Property by any governmental entity other than the City.

**2. Termination Without Cause**

In addition to any other rights of termination Lessee may have under this Lease, Lessee may, at any time that Lessee is not in default, terminate this Lease without cause by giving the City sixty (60) days' prior written notice of termination.

**D. PROPERTY UPON TERMINATION**

**1. Condition of the Property**

Lessee covenants and agrees that within six (6) months following any termination of this Lease, however caused, it shall quit and surrender the Property, and perform all repairs of the Property reasonably necessary to restore the Property to the same condition it was in at the time this Lease was entered into, reasonable wear and tear excepted.

- (a) Restoration Plan for the site if and when Lessee's Lease Agreement is not renewed or is terminated:
  - (i) Restoration of the snow play recreation area shall include re-seeding and necessary earthwork to restore the area to its original look.
  - (ii) Per the City's request, both parking lots would stay and become the full responsibility of the City. This would include all drainage channels, drainage basin, underground electrical and care for the parking lots.

(b) Restoration Plan Includes the Following:

- (i) The catwalk (the trail from the top of the hill leading down to the top of the slopes) grading will be reset to meet the grading of the hill and re-seeded.
- (ii) All other trails made by the Lessee on the hillside will have grading reset and re-seeded.
- (iii) All other sharp areas on the hillside will have grading reset to meet existing grade of mountain and re-seeded.
- (iv) All implements will be removed from hillside, top of hill and all other areas that fall within the forty-three (43) acre Lease Agreement.
- (v) Large boulders will be strategically placed around the hillside to detour people from showing up to use the hill as a recreational snow play site.

2. **Fixtures**

All fixtures installed and permanently affixed to the realty of the Property during the term of this Lease shall become and remain the property of the City. All signs, decorations, fixtures, and equipment, which Lessee may install during the term of this Lease, that have not been permanently attached to the Property shall remain the property of Lessee.

3. **Removal of Personal Property**

Within thirty (30) days of any termination of this Lease, however caused, Lessee shall remove from the Property all signs, decorations, equipment, trade fixtures and personal property belonging to Lessee, its agents, contractors or its permitted Sub-Lessees, if any, that have not been permanently attached to the Property.

4. **Incentive**

Upon Lessee's return of the Property to the City in timely compliance with this section, and as an incentive to Lessee to complete the above requirements, the City shall pay Lessee seventy-five thousand dollars (\$75,000), less the cost of any incomplete restoration. This paragraph shall not be construed to limit Lessee's obligation to perform the requirements of this section.

E. **DAMAGE AND DESTRUCTION**

In the event of damage, destruction or substantial loss of or to the Property or any improvements constructed upon the Property which materially impairs Lessee's ability to conduct its business operations at the Property, resulting from any cause beyond the control of Lessee, which damage, destruction or loss is not capable of being repaired within ninety (90) days, Lessee shall have the option to terminate this Lease upon written notice to the City no later than ten (10) days after the occurrence of such event. In the event of such termination by Lessee, Lessee shall, at its sole cost and expense, subject to the consent of the

Recreation Services Director, conduct and perform all cleanup and/or demolition of the Property necessary to make the Property ready for repair, replacement, restoration or rebuilding. In the event that Lessee does not exercise such option, or in the event the damage, destruction or loss is capable of being repaired within ninety (90) days, then Lessee shall promptly repair, replace, restore or rebuild the Property or any improvements constructed thereupon.

**F. CONFLICT OF INTEREST**

Notwithstanding anything to the contrary contained in this Lease, the Parties acknowledge that, in accordance with Arizona Revised Statutes § 38-511, the City may terminate this Lease upon written notice at any time within three (3) years of its execution, without penalty or further obligation, in the event that any person significantly involved in initiating, securing, drafting or creating this Lease on behalf of the City shall become an employee or agent of Lessee in any capacity or shall render consulting services to Lessee with respect to the subject matter of this Lease.

**ARTICLE VII. MISCELLANEOUS**

**A. FORCE MAJEURE**

The performance of all covenants contained in this Lease, other than the covenants to pay rentals or other charges hereunder, shall be postponed and suspended during any period in which a Party's performance is prevented by acts of God, accidents, weather and conditions arising from them; strikes, boycotts, lockouts and other labor troubles; riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and attendant conditions; the exercise of paramount power by the Federal government, either through the taking of the Property or the imposition of regulations restricting the conduct of business at the Property; acts of enemies, sabotage, terrorism, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any Federal, State or local government or any instrumentality or agency, including any court of competent jurisdiction; inability to secure labor or adequate supplies of materials, products or merchandise; or any other delay or contingency beyond the reasonable control of the Party whose performance is so prevented. Any Party desiring to invoke force majeure shall provide notice to the other Party no later than thirty (30) days following such Party's knowledge of the occurrence of such event and prompt notice of the cessation of such event.

**B. ASSIGNMENT**

Lessee shall not at any time, without the prior written consent of the City:

1. Assign or transfer, or permit or participate in any assignment or transfer of, this Lease or any of the rights, powers or privileges under this Lease;
2. Merge, consolidate or combine, either directly or indirectly, with any other person, firm or corporation operating at the Property under any other lease or concession agreement, whether such uniting, merging, consolidating, or combining be through the sale of property or sale of stock or otherwise; or

3. Permit any of its owners, directors or officers to serve as a director or officer of any other firm or corporation operating at the Property under any other lease or concession agreement.

**C. QUIET ENJOYMENT**

The City represents that it has the right to lease the Property, together with the rights, licenses and privileges granted in this Lease, and has full power and authority to enter into this Lease. The City agrees that, upon payment of the rent and performance of the covenants and agreements of this Lease by Lessee, Lessee shall peaceably have and enjoy the Property and all rights and privileges of the Property, its appurtenances and facilities as set forth in this Lease.

**D. NOTICES**

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Lease shall be in writing and shall be effective and deemed received when hand-delivered or faxed, or if sent by mail, three (3) business days after mailing, to the address given below for the Party to be notified, or to such other address of which notice is given in accordance with this Section D:

**If to the City:**

City of Flagstaff  
Recreation Services Director  
1702 N. 4<sup>th</sup> St.  
Flagstaff, Arizona 86001  
Phone: (928) 213-2306  
Fax: (928) 556-1226

**If to Lessee:**

D&C Maintenance and Snowplowing  
T.J. Dana, Managing Member  
3058 N. Joy Lane  
Flagstaff, Arizona 86001  
Phone: (928) 863-8564  
Fax: (928) 779-1910

**With a copy to:**

City Manager  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

**E. NO THIRD PARTIES**

This Lease is intended solely for the benefit of the City and Lessee and is not intended to benefit, either directly or indirectly, any third party or members of the public at large. Any work done or inspection of the Property performed by the City is solely for the benefit of the City and Lessee.

**F. INDEPENDENCE OF CONTRACT**

Nothing in this Lease is intended or shall be construed as in any way creating a relationship of partners or joint ventures between the Parties, or as constituting Lessee as the agent or representative or employee of the City for any purpose or in any manner whatsoever.

**G. WAIVER**

The failure of either Party to insist in any instance upon a strict performance by Lessee of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Lease, shall not imply, constitute or be considered as a waiver or relinquishment of the right to insist upon performance of such condition or covenant, or of any other provision of this Lease, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Lease constitute a waiver of any succeeding or other breach of this Lease. No waiver by the City of any provision, term, covenant, reservation, condition or stipulation contained in this Lease, shall be deemed to have been made in any instance unless expressed in the form of a resolution by the City Council.

**H. PRIOR AGREEMENTS; INTEGRATION; MODIFICATION**

The Parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Lease, and that this Lease constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in this Lease. This Lease may be modified or amended only by written agreement fully executed by the Parties.

**I. SUCCESSORS AND ASSIGNS**

All covenants and conditions of this Lease shall bind and shall inure to the benefit of the legal representatives, successors and assigns of the respective Parties to this Lease, provided that any such representation, succession or assignment is authorized and permitted under this Lease and by law. Any and all agreements that Lessee shall make with any permitted assignee, and/or sub-lessee of the Property, or any part thereof, shall include all provisions contained in this Lease.

**J. SEVERABILITY**

In the event that a court of competent jurisdiction holds any part or provision of this Lease invalid, void or of no effect, the remaining provisions of this Lease shall remain in full force and effect, provided that continued enforcement of such remaining provisions does not materially prejudice either Lessee or the City in their respective rights and obligations contained in any valid provisions of this Lease.

**K. HEADINGS**

Headings or captions used in this Lease shall be used solely for convenience of the Parties, and shall not define, limit, describe, alter or affect the meaning of any provision of this Lease.

**L. DISPUTE RESOLUTION**

**1. Mediation**

In the event that a dispute arises out of or relates to this Lease and the dispute cannot be settled through negotiation, the Parties agree to first try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the CPR Mediation

Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org), with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each Party shall bear its own costs in mediation. The Parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Article VII, Section L, shall not constitute a waiver of the Parties' right to arbitrate or initiate legal action in the event that the dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

**2. Litigation and Attorney's Fees**

Except as otherwise agreed upon by the Parties, any litigation brought by either Party against the other Party to enforce the provisions of this Lease shall be filed in Coconino County Superior Court, Flagstaff, Arizona. In the event that any action at law, or in equity, is instituted between the Parties in connection with this Lease, the prevailing Party in the action shall be entitled to an award of costs, including reasonable attorney's fees and court costs, from the non-prevailing Party.

**M. GOVERNING LAW**

This Lease shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

**N. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS**

Lessee hereby warrants to the City that the Lessee and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Lessee Immigration Warranty").

1. A breach of the Lessee Immigration Warranty shall constitute a material breach of this Lease and shall subject the Lessee to penalties up to and including termination of this Lease at the sole discretion of the City.
2. The City retains the legal right to inspect the papers of any Lessee or Subcontractor employee who works on this Lease to ensure that the Lessee or Subcontractor is complying with the Lessee Immigration Warranty. Lessee agrees to assist the City in regard to any such inspections.
3. The City may, at its sole discretion, conduct random verification of the employment records of the Lessee and any of its Subcontractors to ensure compliance with Lessee's Immigration Warranty. Lessee agrees to assist the City in regard to any random verifications performed.
4. The provisions of this Article must be included in any contract the Lessee enters into with any and all of its Subcontractors who provide services under this Lease or any



subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**O. BUSINESS OPERATIONS IN SUDAN/IRAN**

In accordance with A.R.S. §35-397, the Lessee certifies that the Lessee and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Lease.

IN WITNESSES WHEREOF, the City and Lessee have executed this Lease as of the day and year first above written.

**CITY OF FLAGSTAFF**

By: \_\_\_\_\_  
Kevin Burke, City Manager

**LESSEE**

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
Lessee's Attorney

## **EXHIBIT A**

### **GENERAL DESCRIPTION of SNOW PLAY AREA/SCOPE of WORK**

#### **General Description of the Leased Snow Play Recreation Area**

The Proposed McMillan Mesa Snow Play Park is located on a portion of City of Flagstaff owned property. The area is located approximately one mile from Downtown Flagstaff. The proposed lease area consists of forty-three (43) acres on the Northeast portion of McMillan Mesa. Only fourteen (14) acres of this property will be used for Snow Play operations. The area retains a portion of the north face of McMillan Mesa escarpment with an elevation change of approximately 160 vertical feet.

The lease park area is bounded on the North by Forest Avenue (4 lane arterial), on the East by Coconino High School, on the South by Gemini Street (2 lanes) and Open Space owned by the City, and the West by the USGS campus. Vehicle access to the property is provided by the intersection of Forest Avenue and Gemini Street. Pedestrian access is provided by the Flagstaff Urban Trail System and the sidewalk along the public streets. Bus access is provided by stops located at the intersection of Forest Avenue and Gemini Street.

#### **Zoning**

The lease area is zoned Rural Residential, RR and Public Land, PL Districts. The City of Flagstaff Zoning Code classifies the snow play park as an outdoor commercial recreation and uses are permitted subject to Conditional Use Permit (CUP) to be reviewed and approved by the Planning and Zoning Commission. This Lease Agreement is contingent upon approval of the CUP.

#### **Development Restrictions**

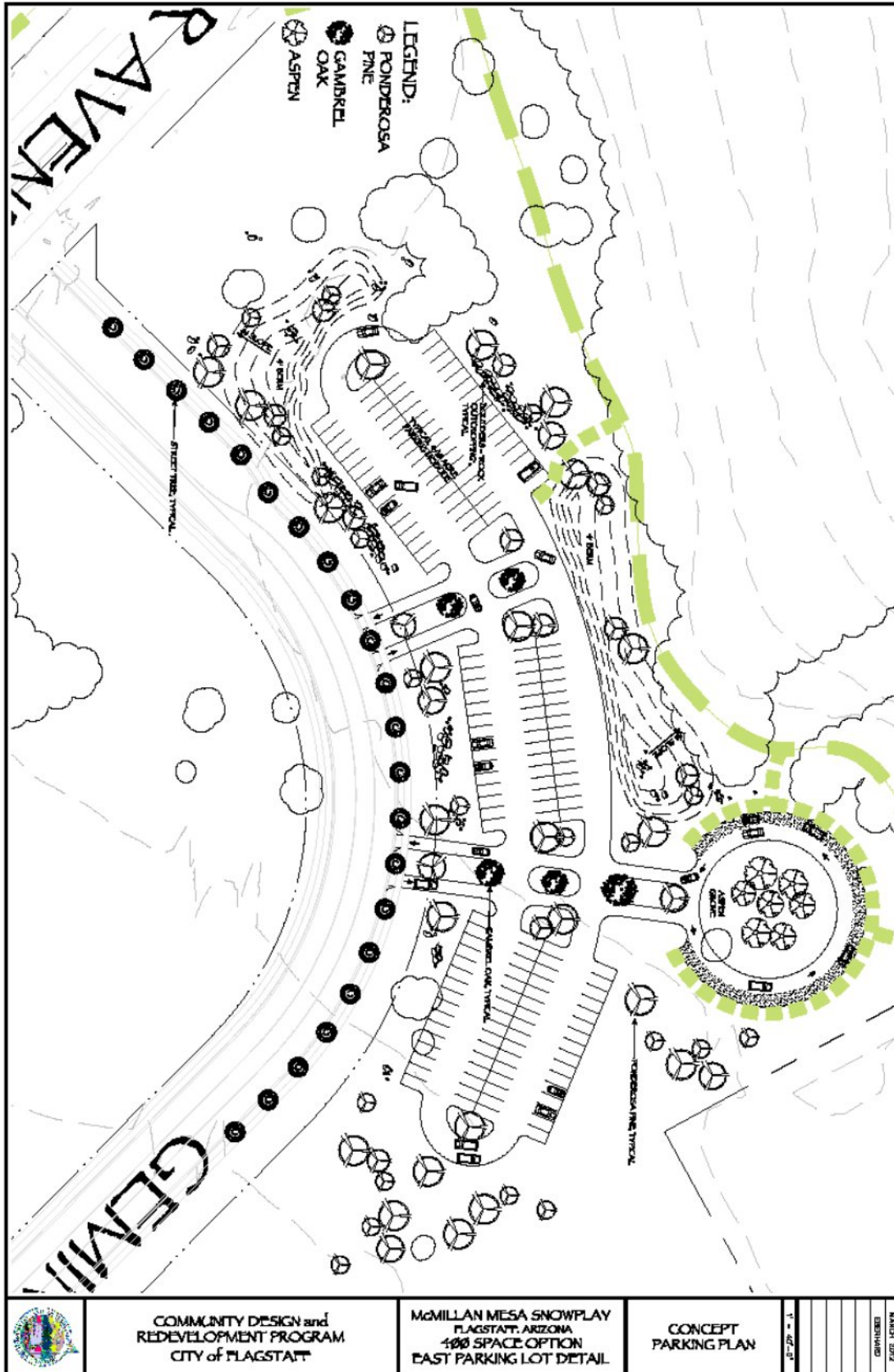
The City of Flagstaff values both outdoor recreational uses (park) as proposed, as well as the visual open space of the hillside. The lease area is part of a greater land ownership of the City of Flagstaff. The City of Flagstaff will apply slope resource protection based on the total slope area owned by the City of Flagstaff on McMillan Mesa (parcel 109-02-001N). The City will further restrict that fifty percent (50%) of the forest resource (trees greater than 6 inches at breast height) will be maintained within the lease area. Furthermore, it is expected that the operator shall develop sled/tube runs in such a manner that minimizes the visual impacts as viewed from Forest Avenue while maintaining operational sled/tube runs. It is expected that grading activities will be minimized to the extent possible.

#### **Scope of Work**

The Scope of Work shall be limited to **Section 3, “Operations and Management of Snow Play Area,”** of the Lessee’s proposal response and shall be incorporated into this Lease Agreement and adopted by reference.

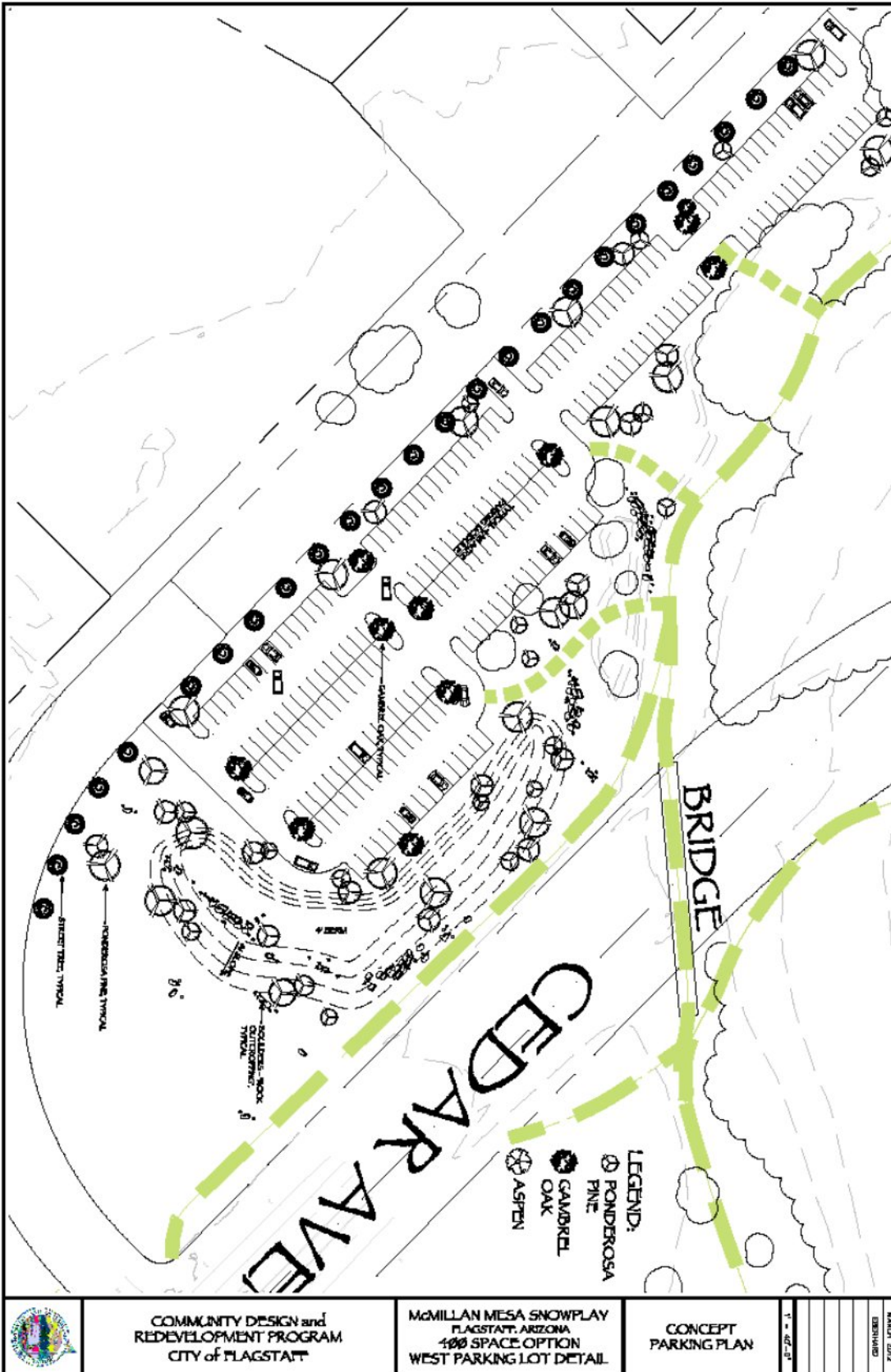
**EXHIBIT B**

**EAST SIDE LANDSCAPING and PARKING FOR SNOW PLAY  
RECREATION AREA**



**EXHIBIT C**

**WEST SIDE LANDSCAPING and PARKING FOR SNOW PLAY  
RECREATION AREA**





## MINUTES - APPROVED

City of Flagstaff  
PLANNING & ZONING COMMISSION  
4:00 PM– Wednesday, August 24, 2011

---

City Hall, Council Chambers, 211 W. Aspen Avenue

THIS MEETING IS NOW STREAMED AND CAN BE VIEWED IN ITS ENTIRETY ON THE CITY OF FLAGSTAFF'S WEBSITE AT:

<http://www.flagstaff.az.gov/index.aspx?NID=1461>

### CALL TO ORDER

Chairman Dorsett called the meeting to order at 4:06 p.m.

### COMMISSION MEMBERS:

PRESENT: Stephen Dorsett, Chairman; Jim McCarthy; Paul Moore; Alan Novack  
ABSENT: David Carpenter, Vice Chairman, excused; Steve Drumright, excused  
CITY STAFF: Mark Sawyers, Staff Liaison  
Vince Knaggs, Planning Development Manager  
Rick Compau, Purchasing Director  
Brian Grube, Recreational Services Director  
Bonita Sears, Recording Secretary

### I. GENERAL BUSINESS

#### A. PUBLIC COMMENT

None.

#### B. APPROVAL OF MINUTES

##### 1) Regular meeting of July 13, 2011.

Motion: Move to approve the minutes of the regular meeting of July 13, 2011, as submitted.

Action: Approve. Moved by: Commissioner McCarthy. Seconded by: Commissioner Moore.  
Motion carried unanimously.

### II. PUBLIC HEARING

None.

### III. ADJOURN TO WORKSESSION

#### A. FLAGSTAFF/MCMILLAN MESA SNOW PLAY AREA – DISCUSSION

City Staff: Vince Knaggs

Mr. Sawyers stated that in response to the need for a snow-play area in Flagstaff, the City of Flagstaff is considering leasing property in the area of McMillan Mesa for a proposed snow-play area. He also stated that this is a priority of City Council, and they have directed staff to move forward with a proposal/bid. The worksession is for the purpose of identifying major issues.

Mr. Compau gave an overview of the RFP process and presented the evaluation criteria used to qualify and award a bid.

Mr. Grube stated briefly that if a contract is granted, his position would be to work with the vendor as staff representative. He stated that the Parks and Recreation Committee is supportive of the McMillan Mesa project.

Mr. Knaggs gave a PowerPoint presentation of the proposed project and explained the development requirements and approval process.

DISCUSSION:

Issues identified by the Commission are as follows:

- Water and snow-making
- Opportunity for citizen input in advance of a public hearing
- Traffic and parking
- A lodge; permanent vs. temporary, appearance, and compatibility with area
- Seasonal or year-round use of the area
- Grading

Mr. Sawyers suggested scheduling a worksession at the potential site. The Commission was in agreement. Mr. Sawyers also said that he would forward to the Commissioners the most recently-received public comments regarding the snow play area.

PUBLIC COMMENT:

Marilyn Weissman on behalf of Friends of Flagstaff's Future:

- Against snow making with reclaimed water;
- Concerns with the impact that a major recreational area would make.

April Smith

- Concerns that this project would cause major traffic problems like those on Fort Valley Rd.;
- Water issues.

Melanie Harky

- Does not support artificial snow-making.

III. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

ADJOURNMENT

Chairman Dorsett adjourned the meeting at 5:29 p.m.



6. DISCUSSION/STANDING ITEMS

- A. INDOOR TENNIS STATUS. Community Enrichment Services Director Neumayer reported that the Flagstaff Athletic Club (FAC) has closed their indoor tennis courts and will be repurposing them for batting cages and indoor soccer, which leaves the community without indoor tennis facilities. Staff has been approached by the tennis community, specifically Jana Perpich, who represents the United States Tennis Association (USTA) as the Northern Arizona Representative for Flagstaff. Ms. Perpich, with the support of a local accountant, is in the process of putting together a detailed business plan for tennis options. The report should be ready by the end of this week or early next week. Discussions have also begun with NAU to explore opportunities for potential tennis partnerships. As more information and the business plan become available, a presentation will be made to the Commission. The City understands how this closure impacts the tennis programs in the community and is looking forward to helping find a solution.
- B. REGIONAL PLAN UPDATE. Community Enrichment Services Director Neumayer reported that she didn't have anything further to update on the Regional Plan.
- C. MASTER PLAN UPDATE. Community Enrichment Services Director Neumayer reported that staff is in the process of concluding their review of the draft plan. A public meeting was scheduled for October 5, but was cancelled as the consultant had some personal issues come up and the plan wasn't ready for public review. She invited Commissioners to attend the final public input workshop on November 2 from 6:00-8:00 p.m. at the Aquaplex. The various elements of the plan will be broken down and members of the public can rotate through the elements according to their interests. She stated that strategic planning will be the key to the success of this plan. A summary and briefing booklet is being compiled for the City Manager's review and public presentations. She encouraged Commissioners to e-mail the Consultant directly with any questions or concerns they might have.
- D. SNOW PLAY UPDATE. Recreation Services Director Grube distributed a memo that was presented to Council on October 4. He also stated that Vince Knaggs and Mark Sawyers, staff from the Community Development Department, were present to answer questions. An RFP was sent out to the public on June 20 with one respondent. The RFP was reviewed by a team of City staff on July 28 and it was determined that the proposer met the minimum qualifications. Since that time staff has met with the proposer on several occasions to begin the DRB process and lease negotiations. Originally, the intent was to get the RFP out in time to have an operating snow play area as early as this winter season. Given the complexity of this project and the sensitivity regarding reclaimed water and snow making, the proposer has made the decision to postpone construction until June of 2012 and subsequently postponing the opening date until November of 2012.

The proposer has agreed to conduct a public forum to discuss issues and concerns with the public prior to the contract appearing before City Council for action. The proposer plans to use the information from this single meeting to potentially revise some of the details in the operation plan. Utilities staff are coordinating with the City Manager's office for a public forum regarding reclaimed water. There have been many issues raised by some in the community pertaining to the safety of reclaimed water. Therefore, the purpose of the forum is to invite national and state experts to talk about the issues that are important to the community. Specifically, the City wants to provide the community with unbiased state of the science and industry practices from a national, state, and local perspective.

DISCUSSION/STANDING ITEMS (Cont'd.)

The lease will be brought to the City Council for formal discussions and potential approval, contingent upon successfully securing a Conditional Use Permit. The proposer needs the lease in order to pursue the Conditional Use Permit as it poses significant financial and time commitments. A PowerPoint presentation was given noting that the development of a snow play area may include:

- Tubing runs
- Resource removal and grading as necessary to establish the tubing runs
- A lift system to transport participants back to the top of the runs
- Potential snowmaking equipment (use of reclaimed water will be required)
- A concessions lodge and outdoor deck (food and merchandise sales)
- Seasonal parking areas and drop-off/pick-up area (400/500 vehicles)
- Portable restroom facilities

Mark Sawyers, Planning Manager, stated that he envisions seeing a proposal presented that doesn't take advantage of the entire slope, which is substantial and extremely steep. He feels that they will be proposing the tube runs start about midway on the mountain and the runs groomed with wind rows in between each run. The proposer's insurance carrier may require a slow down area with a landing zone, which accommodates the weight of tubers, where they can accelerate and de-accelerate to the landing zone. Their insurance carrier is going to have a lot to say about what they can offer, which eliminates the City's liability. The operation will be a commercial operation where a commercial operator leases City property. There are these kinds of facilities all around the country who are very successful.

Community Enrichment Services Director Neumayer reiterated that while this is moving forward, it is not possible for this year. Staff needs to disseminate information to Council and the various Commissions so they can weigh in and express their concerns. The developer is in a position where he needs to get a lease on the land before he does a traffic analysis. Those studies will be incorporated into a site plan and the Planning and Zoning Commission will review them. Staff is already receiving negative comments from the public relating to snow making. City Council will have to set that policy and it will be a difficult discussion for them, but it will tell the developer if the project is economically viable.

7. REPORTS

- A. OPEN SPACES COMMISSION UPDATE. Commissioner Fall reported that the Open Spaces Commission hasn't met since last month; they will be meeting again next week.
- B. MONTHLY HIGHLIGHTS OF PARKS AND RECREATION. Parks Manager Zimmerman reported that the Joel Montalvo Park renovation is almost completed. The final step is installation of the scoreboard, which is scheduled for next week. The field will be dedicated to and named the "Joe Garagolia Field;" the City is honored to have his name on this field. The dedication ceremony will be held in the Spring and formal invitations will be sent out later.

Shauna Fisher, Acting Aquaplex Manager, reported that staff recently hosted the Coconino High School Anchor Program for autistic students and their families. They will be meeting there regularly to provide activities for both the students and their families. Halloween Harvest is Monday, October 31 from 4:00 to 7:00 p.m. at Heritage Square.

DISCUSSION/STANDING ITEMS (Cont'd.)

Recreation Director Grube stated that staff is in the preliminary stages of reviewing the proposal and all operating costs are still under review. The FY12 budget is a flat budget, so moving forward in exploring partnerships and researching financial models is a worthwhile task to do. Currently, there aren't any funds available from the City, so the model is not an option, but if there were other models and community solutions, who knows where that could go.

Commissioner Burley questioned if there is an opportunity to receive grant funding through USTA. Ms. Perpich stated that there are opportunities for the USTA to partner with the City for both facility construction and program grants. She reported that Sedona just recently received a \$30,000 grant for construction of new courts. She stated that the tennis community is willing to partner with the City anyway they can to make this happen.

- C. REGIONAL PLAN UPDATE. Kimberly Sharp, Neighborhood Planner distributed the most recent Recreation Element Outline for the Flagstaff Regional Plan that was reviewed and approved by the CAC on May 5. The only change made to the Commission's recommendations was to add "universal design" to Policy 1.4. She asked Commissioners to review the current outline and e-mail her with and changes before the next CAC meeting on December 1.

The next CAC meeting will be held on December 1 from 3:30 to 6:00 p.m. at the Community Health meeting rooms in the Bashas Shopping Center on Ft. Valley Rd. Discussion will include areas of growth, roads, water and sewer, parks, snow play and sports facilities. GIS staff is continuing to refine the natural environment maps for connectivity and they will be presented at a later date.

- D. MASTER PLAN UPDATE. Recreation Superintendent Grube reported that the online draft is available for review, and he believes the link was recently sent out to Commissioners. He stated that a public meeting was held earlier this month and the public presented staff with some very good feedback. He encouraged Commissioners to review the document and give their feedback directly to the Consultant. He noted that the mention of the Master Plan comes up in many conversations regarding different projects and where we are going in the future. Commissioner Hammersley reiterated how important the Master Plan is and it will be a critical guiding document for Parks and Recreation for the next 10 years.
- E. SNOW PLAY UPDATE. Recreation Director Grube reported that he and the Committee met with the proposer last month. The Flagstaff City Council is currently working on a water policy for the community and is seeking a panel presentation to assist in answering questions on key topics. The public hearing will present the community with information on the safety, use, and treatment of reclaimed water. The meeting will take place on Monday, December 5 from 6:30 to 9:00 p.m. in the NAU du Bois Conference Center. City Council will then discuss the item at the December 13 work session. Commissioner Kleiner asked if there have been any anti-reclaimed water groups protesting. Recreation Director Grube reported that yes there have been non-supporters voicing their concerns within the community.

DISCUSSION/STANDING ITEMS (Cont'd.)

Recreation Director Grube reiterated that there wouldn't be a City snow play area this winter. All other recreation areas, including Wing Mountain will be operating as usual. Commissioner Hammersley reported that there is a meeting being held this evening at Sechrist Elementary School to talk about the 180 areas of Forest Service property.

- F. COGDILL RECREATION CENTER RE-PURPOSING UPDATE. Recreation Director Grube reported that the RFP closed last week and the team is currently reviewing and scoring the proposal to make sure the proposer has met all the conditions. The steering meeting has been meeting on a regular basis, but there isn't anything new to update at this time.

6. REPORTS

- A. OPEN SPACES COMMISSION UPDATE. Commissioner Fall reported that the Open Spaces Commission hasn't met since last month; they will be meeting again next week.
- B. MONTHLY HIGHLIGHTS OF PARKS AND RECREATION. Parks Manager Zimmerman reported that Thorpe Park Tennis Courts would be closed for about 6 weeks beginning December 5 for improvements. All six courts will be refurbished, just like the courts at Flagstaff Recreation Center, including new fencing, fabric and rails being installed. Commissioner Kleiner stated that he doesn't like the fences at FRC and feels that the person who put them up doesn't play tennis. The balls are always going over on the other courts and it is inconvenient for players. Commissioner Young stated that he felt the City should spend more money on wind breaks for the FRC courts.

7. INFORMATIONAL ITEMS TO AND FROM COMMISSIONERS AND STAFF.

Recreation Director Grube distributed flyers for the Winter Wonderland event. He reported that this year's event would be held at Heritage Square on Friday, December 2. A few items have been added to the program, including an NAU tree lighting and luminaries, and a wreath being lit by Mayor Presler and Santa Claus on the south side of the railroad tracks. Commissioner Hammersley added that the Christmas Light Parade would be held downtown on December 10.

Recreation Director Grube polled Commissioners to see if they were available next month for the December 21 meeting. It was noted that three Commissioners, Burley, Kleiner, and Ambrose were not available. The other four Commissioners were asked to notify Recreation staff before December 14 if they weren't able to attend, as there wouldn't be a sufficient quorum to hold the meeting.

8. AGENDA ITEMS FOR THE DECEMBER 21, 2011 MEETING

- Elect Vice-Chair
- Indoor Tennis Update
- Regional Plan Update
- Snow Play Update
- Master Plan Update

9. ADJOURNMENT

The meeting adjourned at 4:59 p.m.



# MINUTES

## City of Flagstaff

### Open Spaces Commission

Monday, October 24, 2011  
4:00 – 6:00 pm

---

City Hall, Staff Conference Room  
211 West Aspen Avenue, Flagstaff, Arizona

#### **CALL TO ORDER**

##### COMMISSION MEMBERS PRESENT:

Stephen Hirst  
Steve Drumright  
Carrie Eberly  
John Fall  
Bruce Fox  
Jessica Gist  
Steve Messenger

##### CITY STAFF PRESENT:

Gideon Burdick  
Brian Grube  
McKenzie Jones  
Vince Knaggs  
Mark Sawyers  
Rebecca Sayers  
Nicole Woodman

#### **I. GENERAL BUSINESS**

##### **1. Call to Order**

The meeting was called to order by Chair Hirst at 4:05 pm.

##### **2. Public Participation**

*At this time, any member of the public may address the Commission on any subject that is not scheduled before the Commission on that day. The Arizona Open Meeting Law prohibits the Commission from discussing or taking action on an item which is not listed on the prepared agenda. Commission members may, however, respond to criticism made by those addressing the Commission, ask staff to review a matter, or ask that a matter be placed on a future agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.*

There was no public participation at this time.

##### **3. Approval of Minutes**

Commission member Fall moved to approve the September 24, 2011 Meeting Minutes. Commission member Gist seconded the motion. Motion approved.

##### **4. Presentation Items**

###### **A. Update on Proposed Snowplay Area on McMillan Mesa**

Mr. Grube, Mr. Knaggs and Mr. Sawyers began their presentation by giving an overview of the RFP that Council had requested for a seasonal Snowplay area to be

developed. The site on McMillan Mesa was chosen due to its regional and zoning code designations as open spaces/regional park for future development. The City received one bid that called for the construction of an electric chair lift, parking and concession area and the use of reclaimed water on the 43 acre site.

The Commission raised questions about the amount of trees that would need to be cut down and if there was a way to keep a majority of them. In addition, issues were raised regarding who this park would serve, Flagstaff residents or tourists. The presenters provided information regarding the process that has resulted in the RFP, including council directive over the past 6 years. In addition, the Commission commented on the increased traffic to the area and potential issues for Flagstaff residents.

The presenters concluded by sharing that they have yet to receive a formal application, only what was included in the response to the RFP. Commissioner Drumright requested that the snowplay area be added as a discussion item at the next commission meeting.

**5. Discussion Items**

**A. Regional Plan Open Space Map**

The Commission tabled the presentation until the following meeting.

**B. Update on Picture Canyon Grant Application Process**

Ms. Jones provided an overview of the Picture Canyon acquisition process including the purchase application and the need for an ALTA, mineral resources survey, and archeological survey.

The Commission inquired as to whether or not boundaries for the parcel had been established yet. Ms. Jones answered that they could not be completed until the State Land Department did their appraisal of the land. The Commission also asked what the best case timeline for purchase was. Ms. Jones responded that if the City received the Growing Smarter Grant the auction would occur in October or November 2012.

**6. Information Items To and From Commissioners and Staff**

The Commission discussed the upcoming quarterly presentation to City Council and the Commission Member training provided by the City on February 16<sup>th</sup>.

Due to the coming holidays the Commission decided to cancel their November meeting and reschedule their December meeting to December 12<sup>th</sup>.

Commissioner Gist presented on an effort by Arizona Game and Fish and the City of Flagstaff to enhance and further develop watchable wildlife areas. She will present more information at an upcoming meeting.

**7. Agenda Items for Next Month**

- A. Kimberly Sharp will provide an update on the Regional Plan process.
- B. Follow-up discussion will occur regarding the Snowplay area.
- C. An update on Picture Canyon acquisition will be presented.

**8. Adjournment**

There being no further business, Chair Hirst adjourned the meeting at approximately 5:02 p.m.



**WATER COMMISSION**  
**November 17, 2011**

**SUMMARIZED MINUTES**

**MEMBERS PRESENT**

Paul Turner  
John Nowakowski  
Bob Shinham  
Dick Kersey  
Jeff Oravits  
Hanna Cortner  
Karin Wadsack  
Lindsay Wagner  
Jim McCarthy

**MEMBERS ABSENT**

Brian Ketter

**STAFF PRESENT**

Brad Hill  
Marion Lee  
Ryan Roberts  
Vince Knaggs  
Mark Sawyers

**OTHERS PRESENT**

Ann Marie Zeller  
Cynthia Pardo  
Alicia Femanack  
Moran Henn  
Betsy Hamill  
Andy Bessler  
Rudy Preston  
Alicyn Giffin

**I. CALL TO ORDER**

There being a quorum present, Paul Turner, Chair called the meeting to order at 4:00 p.m.

**II. APPROVAL OF MINUTES – September 15, 2011**

Moved by Bob Shinham and seconded by Dick Kersey that the minutes of September 15, 2011 be approved. Discussion on the motion: Chair, Paul Turner requested to add “yes” or “no” votes for people making the motion (page 5 & 6). Motion passed on a unanimous vote.

**III. PUBLIC PARTICIPATION - None**

**IV. NEW BUSINESS**

**A. Snow Play – Vince Knaggs**

A majority of City Council members directed staff to send out a request for proposal (RFP) for a potential snow play area in the vicinity of McMillan Mesa. Vince Knaggs indicated that Brian Grube, Recreation Services Director is the Project Manager for the Snow Play. There was one respondent to the RFP and it was determined the proposer met the minimum qualifications. Staff has met with the proposer on several occasions to begin the DRB process and also begin lease negotiations. Originally the intent was to get the RFP out in time to have an operating snow play area as early as this winter season. Given the complexity of this project and the sensitivity regarding reclaimed water and snowmaking the proposer has made the decision (if awarded the lease) to postpone construction until June of 2012 and subsequently postponing the opening date until November 2012.

Vince presented a PowerPoint of the development. The proposed Snow Play Area may include the following:

- Tubing runs
- A lift system to transport participants back to the top of the runs.
- Potential snow making equipment (use of reclaimed water will be required).
- A structure and outdoor deck to accommodate admission ticket sales and food/merchandise sales.
- Seasonal parking areas and drop-off/pick-up area (400/500 vehicles).
- Portable restroom facilities.
- Resource removal and grading as necessary to establish the tubing runs and parking areas.



The timeline is as follows:

- October/November 2011 -Staff presentations to Boards, Commissions, and Committees
- November 2011- Proposer Public Forum
- November/December 2011 – Reclaimed Water Forum
- December 2011 – Lease Agreement to Council for Action
- January/February 2012 – Complete Final Site Plan to satisfy DRB requirements
- February/March 2012 – Obtain conditional use permit from Planning and Zoning Commission
- May/June 2012 – Vendor is looking to begin construction by late May early June in order to be ready for 2012/2013 winter season.

Brad indicated that once the Water Policy is completed (which will include reclaimed water), it will come back before the Water Commission, formally in January and to Council in February.

The Commission had a few questions on an article published in the paper on how reclaimed water will be treated. Mark Sawyers indicated staff has not received an official application by the developer and does not know how the reclaimed water will be treated. The developer has had conversations with staff according to the response to the request for proposals. The developer is not in a position to apply for any approvals because the City Council has not granted a lease of the land that would be contingent upon a conditional use permit. Staff does not have a full application to know exactly what is proposed regardless to reclaimed water or not. The City Council is planning a Reclaimed Water Forum on Dec 5<sup>th</sup> and they will discuss the complete Water Policy on Tuesday, Dec. 13<sup>th</sup>. Once the application is actually filed after the Water Policy is set, if the developer chooses to go forward it should go before Council in February.

The Water Commission addressed that they did not make any recommendations on the Water Policy which is going to Council for approval. Furthermore, the Water Commission does not know anything about the use of reclaimed water for Snow Play, other than newspaper articles in terms of wastewater usage. Before City Council considered the contract for Snow Play, the Water Commission should have made recommendation on the use of reclaimed water, similar to Snowbowl. The Commissioners are aware that Council can do what they wish. Paul indicated the agenda item is for information only and no decisions will be made. Snow Play is not the only issue; it's the fact that there are rules and policies already established on the use of reclaimed water.

Jim McCarthy commented that the City is paying customers to conserve water, but they plan to use a lot of reclaimed water for recreational purpose which doesn't make sense. John added that if Council wants to approve Snow Play, why bring it back to the Water Commission.

There were a few public comments against the use of reclaimed water for Snow Play.

The Water Commission asked if they will review the concept of using reclaimed water for the Snow Play before it goes to City Council. Mark indicated that the City Manager wants to conclude the water policy by early January on this particular topic and weather it comes back before the Water Commission is between Brad Hill and the City Manager. Brad indicated staff does not have any formal information so it cannot be brought back before the Water Commission.

## **V. OLD BUSINESS**

## **VI. INFORMATIONAL ITEMS TO/FROM THE CHAIR, COMMISSION OR STAFF**

A. The Commission welcomed a new member, Karin Wadsack.

B. Water Policy – Financial (Council v. Water Commission) – Ryan Roberts

The water policy has been reviewed by the Water Commission and City Council earlier this year. At the last Water Commission meeting, the Commission asked for a review of the redline changes made by City Council to what the Water Commission approved on June 2<sup>nd</sup>. Ryan

reviewed and compared the changes that Council approved as the language that the Water Commission approved on June 2, 2011. He noted the financial policy language will be incorporated to the final complete book that staff will submit to the Water Commission and City Council for approval. The Commission addressed a few more changes:

- Add “bonds” to fund Capital to Policy A 3.5 (last sentence)
- Edit the whole policy

#### C. Inner Basin Update – Brad Hill

Brad displayed maps and pointed out that the project is split into two - upper and lower part. A portion of the water line was relocated on the lower end.

#### D. Sewer Rates

Ryan discussed the newspaper article “Error found in the sewer rate” indicated the key point the amount of reduction is estimated at \$800,000 annually on the residential/multi-family side. It would cost the average resident roughly an additional \$1.25 per month to make up the deficiency, but the Flagstaff City Council decided on Tuesday not to adjust the utility fees until at least 2014. The model is correct but data on multi-family/residential was inputted wrong which resulted in this error.

Instead, City officials will use funds set aside for replacing aging vehicles as well as money set aside for the stalled Rio de Flag flood control project to sustain sewer plant operations at current service levels.

Ryan said at the Council Retreat this week, Council made “Replace of water meter with radio reads” a priority.” Kevin proposed instituting surcharges for Water Meters and Water Resources. With water meters, starting 2016, replace 10% of water meters which requires \$300,000 a year. The cost will make the Utilities short on capital, so to catch up impose a \$1.31 per month surcharge. With Water Resources, ADWR levied changes to Arizona cities for their operations. If state renews its \$82,000 surcharge, pass it on as \$0.36 per month per account. Staff will continue to explore these options. There is no problem with Water and Reclaimed water revenue.

Hanna urged the Paul Turner, Chair to meet with the City Manager to discuss certain alternatives and options (surcharges & meter replacements) taken directly to City Council without Water Commission recommendation. The Water Commission would like to see some of these items come before the Commission.

The Commission requested to add on the next agenda item (ACTION item): Discussion and recommendation by Water Commission for future items they would like to see come before the Water Commission.

#### E. Water Reuse Forum – Dec. 5<sup>th</sup> at 6:30.

National and state experts will provide un-biased information about the current state-of-the science, treatment technologies and best management practices pertaining to reclaimed water. This is NOT a debate however; interested citizens will have an opportunity to submit written questions for the experts to answer that evening.

## VII. ADJOURNMENT

Jeff Oravits moved to adjourned and seconded by John Nowakowski. All approved. The meeting adjourned at 5:27 p.m.

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**Submitted By:** Elizabeth A. Burke, City Clerk  
**Date:** 08/29/2012  
**Meeting Date:** 09/04/2012



---

**TITLE**

Discussion Item: Filling of vacancies on Regional Plan Citizens Advisory Committee

**RECOMMENDED ACTION:**

No recommendation

**INFORMATION**

At the 08/27/2012 Council Meeting, Mayor Nabours and Councilman Oravits requested that this item be placed under Discussion Items for consideration. Attached is a copy of an e-mail that provides some history on this Committee.

---

**Attachments:** [History](#)

---

**Form Review**

**Inbox**  
City Manager

**Reviewed By**  
Elizabeth A. Burke  
Form Started By: Elizabeth A. Burke

**Date**  
08/29/2012 11:35 AM  
Started On: 08/29/2012 09:01 AM

Final Approval Date: 08/29/2012

From: Kimberly Sharp  
 Sent: Tuesday, August 28, 2012 4:49 PM  
 To: Jim Cronk  
 Subject: RE: Regional Plan Citizens Advisory Committee Members

Jim,

- The Regional Plan Citizen Advisory Committee now has 15 members, down from the original 24.
- One new county member was appointed by the Supervisors April 2010 (Don Walters)
- Two new city members were appointed in August 2010 by Council (Julie Lied and Trish Rensink).
- The Steering Committee decided to NOT fill vacancies at the June 2010 meeting, in which two replacements were recommended to Council. The thought process was that we are down to the wire in finalizing discussions and have been through all of the public meetings; any new members would not have this important background information.

Regional Plan Citizen Advisory Committee Roster – August 2012

<b>City Residents</b>		
<b>Babbitt</b>	<b>Paul</b>	
<b>Bousquet</b>	<b>Carol</b>	
Chaveas	Michael	Resigned Oct. 2011
<b>Leid</b>	<b>Julie</b>	Replacement appointed August 2010
<b>Wright</b>	<b>Alex</b>	
Griego	Jean	Resigned August 2012
<b>Putzova</b>	<b>Eva</b>	
<b>Henn</b>	<b>Richard</b>	
<b>Herman</b>	<b>Maury</b>	
<b>Louks</b>	<b>Judy</b>	
<b>Naleski</b>	<b>Jerome</b>	
Ring	William	Resigned September 2012
Walker	David	Resigned December 2009
<b>White</b>	<b>Nat</b>	
<b>City Residents - Alternates</b>		
Stevens	Larry	Resigned January 2010
<del>Rensink</del>	<del>Trish</del>	Replacement appointed August 2010 Resigned February 2012
<b>County Residents</b>		
<b>Anderson</b>	<b>Ben</b>	
<b>Hedwall</b>	<b>Shaula</b>	
Kaemmerle	Ken	Resigned August 2010
<b>Lamb Bean</b>	<b>Susan</b>	
<b>McLaughlin</b>	<b>Devonna</b>	
Nesbitt	Mike	Resigned April 2012
Tso	Eunice	Resigned July 2011
<b>Walters</b>	<b>Don</b>	Replacement appointed April 2010
<b>County Residents - Alternates</b>		
Murray	JR	Resigned June 2010

Kimberly Sharp, AICP  
 Acting Comprehensive Planning Manager, City of Flagstaff  
 211 West Aspen Avenue  
 Flagstaff, AZ 86001  
 (928) 213-2631  
[ksharp@flagstaffaz.gov](mailto:ksharp@flagstaffaz.gov)

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**Submitted By:** Elizabeth A. Burke, City Clerk  
**Date:** 08/31/2012  
**Meeting Date:** 09/04/2012



---

**TITLE**

**INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

---

**Attachments:** [Email](#)

---

**Form Review**

Form Started By: Elizabeth A. Burke

Started On: 08/31/2012 08:15 AM

Final Approval Date: 08/31/2012

## **Multiple files are bound together in this PDF Package.**

Adobe recommends using Adobe Reader or Adobe Acrobat version 8 or later to work with documents contained within a PDF Package. By updating to the latest version, you'll enjoy the following benefits:

- Efficient, integrated PDF viewing
- Easy printing
- Quick searches

**Don't have the latest version of Adobe Reader?**

**[Click here to download the latest version of Adobe Reader](#)**

**If you already have Adobe Reader 8,  
click a file in this PDF Package to view it.**